THE POSITION OF LEGITIMATED CHILDREN IN MATRIMONIAL SUITS p. 166
VOID INSURANCE POLICIES ... ... p. 167

The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXIII. No. 11 [PAGES 163 TO 178]. **Saturday, March 16, 1929.** PRICE 1s.

FLOWERDEW & CO.,
LIMITED.
Translations of Notarial Quality.
WORK DONE ON PREMISES BY PERMANENT STAFF
227-228, STRAND, (*Facing Law Courts*).
'Phone: City 1155 (3 lines). Tel.: "Flowerdew, London."
CITY OFFICES:—11, POULTRY, E.C.2.

THE GUARANTEE SOCIETY, LIMITED,

which has been in existence for a period of upwards of 85 years for the transaction of

FIDELITY INSURANCE

is enabled to place at the disposal of employers generally, and to all who require Guarantees for Official and other Appointments, the advantages of its unrivalled experience in this class of business.

COURT BONDS
A SPECIALITY.

Other Departments:
FIRE, ACCIDENT,
BURGLARY, CONTINGENCY.

19, Birchin Lane, London, E.C.3.
Telephone: CENTRAL 813 and 814

ESTABLISHED 1809.
NORTH BRITISH & MERCANTILE
INSURANCE COMPANY, LTD.
FIRE LIFE
ANNUITIES ACCIDENT
BURGLARY MOTOR MARINE
AND OTHER CLASSES OF INSURANCE
TOTAL FUNDS EXCEED £35,690,800.
TOTAL INCOME EXCEEDS £10,462,000.
CHIEF OFFICES:
LONDON: 61, Threadneedle Street, E.C.2.
EDINBURGH: 64, Princes Street.

ESTABLISHED 1869.
LONDON GUARANTEE & ACCIDENT COY., LTD.,
FOR
COURT BONDS
OF EVERY DESCRIPTION.
SPECIAL INDEMNITIES IN CONNECTION WITH MISSING BENEFICIARIES, LOST DOCUMENTS, DEFECTS IN TITLE, ETC.
FIDELITY GUARANTEES.
HEAD OFFICE—
20, 21, 22, LINCOLN'S INN FIELDS, W.C.2.
TELEPHONE:—
HOLBORN 6941 (eleven lines).

For
ADMINISTRATION
RECEIVERSHIP
CUSTOMS
FIDELITY GUARANTEES
} BONDS
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION LIMITED,
33-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

COINS & MEDALS
COLLECTIONS OR SINGLE SPECIMENS BOUGHT AND SOLD.
VALUATIONS MADE.
A. H. BALDWIN & SONS, LTD.,
Coin Dept.: 40, CRAVEN ST., W.C.2. Gerr. 4467.
Medal Dept.: DUNCANNON ST., W.C.2. Gerr. 7717.

Established 1836. Telephone: Holborn 0273.
GENERAL REVERSIONARY AND INVESTMENT CO.
Assets £1,000,000.
Reversions and Life Interests Purchased or Loans Granted thereon.
Apply to the ACTUARY, 59, CAREY STREET, W.C.2.

Telephone: CITY 5627 (2 lines).
MATTHEWS & GOODMAN,
Auctioneers, Surveyors & Estate Agents.
VALUERS FOR ESTATE DUTY. REAL ESTATE.
COMPENSATION CLAIMS. CHATTELS.
RATING SURVEYORS. ESTATE MANAGERS.
Branches: HAMMERSMITH and LEYTONSTONE. 35, BUCKLERSBURY, E.C.4.

COSTS.
G. PORTER NIXON & CO.,
LAW COSTS DRAFTSMEN,
SETTLE, TAX, and/or ADVISE upon BILLS OF COSTS of all kinds. Town or Country.
COSTS DEPARTMENTS MANAGED.
HEAD OFFICE: 14, Bedford Row, London, W.C.1.
Telephone: CHANCERY 8031.

THE CANCER HOSPITAL

(FREE.)

FULHAM ROAD, LONDON, S.W.3

(Incorporated under Royal Charter).

No Letters. No Payments.

THE FIRST SPECIAL HOSPITAL IN LONDON FOR CANCER

SOLELY DEVOTED BOTH TO TREATMENT AND TO RESEARCH.

Fully equipped and specially staffed.

A certain number of beds are provided for advanced cases, who are kept comfortable and free from pain.

AN URGENT APPEAL IS MADE FOR

£150,000

for Building Extensions, the first part of which will be wards for "middle income" patients who can contribute towards their cost,

AND ALSO FOR RADIUM.

Bankers—Coutts & Co., 440, Strand, W.C.2.
Secretary—J. Courtney Buchanan, C.B.E.

Form of Bequest of a Legacy.

To those Benevolent Persons who kindly desire to become Benefactors by Will to this Institution, the following form of Legacy is respectfully recommended: "I give and bequeath unto THE CANCER HOSPITAL (FREE), situate in the Fulham Road, London, the sum of
(free of Legacy Duty), to be applied towards carrying on the charitable designs of the said Institution."

PECKHAM HOUSE
MENTAL HOSPITAL.

ESTABLISHED 1826.

112, PECKHAM ROAD, LONDON, S.E.15.

Telegrams: "Alleviated, London."
Telephone: Rodney 4741 & 4742.

Certified Patients and Voluntary Boarders Received.

Private houses for suitable cases adjoin the Institution. Holiday parties sent to the Seaside branch at Kearsney during the summer months. Moderate terms. Apply to Medical Superintendent for further particulars and Illustrated Prospectus.

BRITISH HOME
AND HOSPITAL FOR INCURABLES.

Crown-lane, Streatham, London, S.W.16.

Founded for the Relief of Sufferers of the MIDDLE CLASSES.

LEGACIES, SUBSCRIPTIONS, and DONATIONS

much needed and earnestly solicited.

Patron—His Royal Highness The Prince of Wales.
Patroness—Her Royal Highness The Duchess of York.
President—His Grace The Duke of Portland, K.G.
Secretary—Edgar Penman.
Offices—72, CHEAPSIDE, LONDON, E.C.2.
Bankers—Barclays Bank Limited.
This Institution was the FIRST in England to receive the patronage of the late Queen Alexandra in 1863.

The National Hospital, Queen Square, W.C.1.

For the Relief and Cure of Diseases of the Nervous System, including Paralysis and Epilepsy.

LEGACIES
ARE A VALUED HELP.

THE EARL OF HARROWBY, Treasurer.

Shaftesbury Society
AND
Ragged School Union

Patrons:
Their Majesties The King and The Queen.
Treasurers:
Sir Edwin Dodd and Walter Scoles, Esq.

For Eighty-Four Years a Pioneer in Child Welfare in Darkest London

140 Associated Missions.
8,400 Cripples on Register.
10,000 Fortnight's Holidays in the country provided last year.

This great work appeals for the practical interest of the Legal Profession.

ARTHUR BLACK, Gen. Secretary,
John Kirk House, 32, John Street,
W.C. 1.

Annual Report sent on application.

LEGACIES
are earnestly solicited in favour of the
ALEXANDRA ORPHANAGE

(Incorporated as the Orphan Working School and Alexandra Orphanage),
OF MAITLAND PARK, HAVERSTOCK HILL, N.W.3,
which maintains fatherless Boys and Girls from all parts of the country and the Dominions.
President: H.R.H. The Prince of Wales, K.G.
Treasurer: The Rt. Hon. Lord Marshall, P.C., K.C.V.O.
Full Particulars and Form of Bequest from the Secretary: Mr. Fred. J. Robinson, A.C.I.S., 73, Cheapside, E.C.2.

YARROW HOME and HOSPITAL
FOR CHILDREN
BROADSTAIRS.

For the Early & Preventive Treatment of Disease & Convalescence after Illness.

The Hospital is intended for the children of Members of the Institution of Civil Engineers, the children of architects, artists, authors, clergymen, members of the medical, legal, and other professions, members of scientific societies, officers of the Navy, Army, and Royal Air Force, officers of the Merchant Navy, schoolmasters and university professors.

Accommodation is provided for 50 Boys between the ages of 4 and 12 years, and 50 Girls between the ages of 4 and 14 years. In special cases the age limits may be raised to 14 for Boys, and 16 for Girls.

Fee 21/- per week, or as may be arranged, and travelling expenses.

Particulars can be obtained from the Secretary:—
116, Victoria Street, Westminster, LONDON, S. W. 1.

LEGACIES.

THE ATTENTION OF LEGAL ADVISERS
is earnestly requested by
The Distressed Gentlefolk's Aid Association.

Applications for Grants or Pensions are received daily, therefore your recommendation for Legacies will be greatly appreciated.

Information from the Secretary, C. M. FINN, 75, Brook Green, W.
Chairman: Sir SELWYN FREMANTLE, C.S.I., C.I.E.

LEGACIES.

THE suggestions of the legal adviser have great weight with most testators, and an appeal is made for the claims of ST. DUNSTAN'S to be borne in mind when charitable bequests are under consideration. St. Dunstan's is solely responsible for the training, settlement and lifelong after-care of over two thousand men who have been blinded as the result of their service for King and Country.

All information from: The Treasurer,
ST. DUNSTAN'S
Headquarters,
Inner Circle, Regent's Park,
London, N.W.1.

(St. Dunstan's is registered under the Blind Persons Act, 1920.)

The Solicitors' Journal

(ESTABLISHED 1857.)

VOL. LXXIII. **Saturday, March 16, 1929.** No. 11

Current Topics: Lord Finlay and Lord Phillimore—The Portland Vase—A "Stunt" and a Principle—A Housing Quandary—Epicene Attire—"Insulting Behaviour"—Natives and the Law in South Africa .. 163

Criminal Law and Police Court Practice 165

The Position of Legitimated Children in Matrimonial Suits 166

Void Insurance Policies 167

A Conveyancer's Diary 167

Landlord and Tenant Notebook .. 168

Our County Court Letter 169

Practice Notes 169

Points in Practice 170

Correspondence 171

Reviews 171

Books Received 172

Notes of Cases 173

Howard League Conference 175

In Parliament 175

Societies 176

Legal Notes and News 177

Court Papers 178

Stock Exchange Prices of Certain Trustee Securities 178

Current Topics.

Lord Finlay and Lord Phillimore.

THE RECENT deaths of these two judges terminate successful and distinguished legal careers. In the case of each also, their association with the League of Nations (Lord PHILLIMORE practically framing its constitution, and Lord FINLAY being the British member of the Permanent Court of Arbitration at the Hague) marked not only national, but international service. Lord FINLAY attained the post of the highest professional honour as Lord Chancellor, 1916-18, and, although he did not dominate the House of Lords as, for example, Lord HALSBURY did in his day on the woolsack, his judgments were lucid and learned, and the independence of his mind may be illustrated by reference to *Bowman* v. *Secular Society Limited*, 1917, A.C. 406, in which he delivered a long judgment dissenting from those of the other four members of the House. It must also be placed on record that, taking office at the time of our great financial stress, he voluntarily renounced the pension to which all holders of his high office are entitled as of right. As a barrister and law officer he was popular, and the hard work entailed by his successive appointments as Solicitor-General and Attorney-General failed to rob him of his courtesy and good temper, which was not the case with a number of his predecessors. Though never a judge of first instance himself, he had the rare distinction of living to see his son on the Bench. Lord PHILLIMORE specialised, of course, in ecclesiastical law, and his judgment in *Henson* v. *Shelley*, 1914, 2 Ch. 13, may be cited as a monument of his learning. In this case as to executors' powers, the Court of Appeal boldly over-ruled two decisions which had stood since the sixteenth and seventeenth centuries. Lord PHILLIMORE received a "patent of precedence" at the Bar in 1883, and, as this was the last on record to be granted, he was and will probably remain the last holder. The present generation of barristers may hardly know its significance, but in effect it gave the holder the entry to and privileges of the inner Bar, while still allowing him to do work assigned to juniors—the best of both worlds. In addition to his legal attainments, Lord PHILLIMORE was a classical scholar of repute, and had been head boy of Westminster School, and a fellow of All Souls. Lord FINLAY also had outside honours and interest, having graduated F.R.C.P. of Edinburgh. At one time he was M.P. for Inverness, but Lord PHILLIMORE'S three candidatures (as Liberal) were unsuccessful. Both men were members of the Middle Temple. Lady FINLAY died in 1911, but Lady PHILLIMORE predeceased her husband by a few weeks only, after a marriage which had lasted nearly sixty years.

The Portland Vase.

EVERY VISITOR to the British Museum who has seen and admired the exquisite beauty of what is known as "The Portland Vase," must have read, with something akin to a shock, the announcement made last week that this gem of art is to be put up for public sale in the course of a few weeks. It had been exhibited so long in the museum that we had come to regard it as a national possession—a thing of beauty which we had hoped was to be likewise a joy forever to the English people. We are reminded, however, that it is the private property of the DUKE OF PORTLAND who, consequently, is entitled to dispose of it as to him seems fit. While its history belongs chiefly to the department of art and archæology, it nevertheless has an interest for the lawyer, seeing that it brought about an important amendment of the law. In 1810 the then DUKE OF PORTLAND, who was one of the trustees of the British Museum, allowed the vase to be placed in that institution so that all could share in the enjoyment of its artistic beauty. There it remained in a glass case, admired of all observers, till 1845, when a miscreant named LLOYD dashed it to pieces with a stone. Happily it was subsequently pieced together again with amazing skill, and re-exhibited. But it was obvious that LLOYD, who committed the wanton damage, should be dealt with. He was brought up at the police court and charged, but it was discovered that the law had not contemplated damage to a work of art, and all that the magistrate could do was to impose a fine of £3 in respect of the damage to the glass case in which the vase had been exhibited. This grave defect in the law as to wilful damage was immediately recognised, and the Act 8 & 9 Vict., c. 44, was passed, which, after reciting that "it is expedient to provide for the better protection of works of art and of scientific and literary collections, and also of public statues and monuments from wanton injury," made it a misdemeanour, punishable with imprisonment for any period not exceeding six months, to destroy or damage anything kept for the purposes of art, science or literature, or as an object of curiosity in any museum or the like institution. That section has now been repealed, but is replaced by the somewhat wider terms of s. 39 of the Malicious Damage Act, 1861.

A "Stunt" and a Principle.

Mr. A. P. HERBERT, who is so well known as a brilliant humourist that people are apt to forget that he is also a member of the bar and an astute student of social and political affairs, adds, in a letter to *The Times* of 5th March, the weight of his criticism to the indictment of the present Government's handling of home affairs. Attacks upon the Home Secretary

are at present a favourite pastime with some people, who have made tremendous grievances out of the restrictions on shop-keepers and the minor discomforts of the public over such matters as the purchase of chocolates or tobacco. Mr. HERBERT has something more than these on his mind. The real principle underlying Mr. HERBERT'S criticism—and he is merely stating more ably what many people have said and thought less clearly—is that "the Home Office appears to think of little things only." There are three great national problems, he says, to which the present Home Secretary has in four years contributed nothing; they are the reform of the gaming laws, the review of licensing legislation, and the imperfections of the divorce law. [This last question, we should suggest, is not particularly the business of the Home Office, but for our part we prefer to regard the whole of the three as the business of the Government rather than of one Minister.] It is indeed sad that a "stunt" agitation over chocolates and cigarettes can be quickly magnified into a national grievance and an election slogan, while the major grievances, such as those to which Mr. HERBERT refers, seem to leave the majority of people quite unmoved. Mr. HERBERT seems to credit the public with thinking of the big things while the Government concentrates on trifles. We fear that the truth is rather that the majority are still concerned with the superficial trifles that annoy them personally, and that only a few see the greater principles involved. "Not one of the big social problems," he writes, "has been courageously faced." Perhaps that is because noisy agitation makes more impression than rational argument. A few wise and carefully discussed statutes, dealing with matters of real moment, would be worth far more than the lavish output of regulations and bye-laws to which we are fast becoming accustomed. If we could be sure that the big things were being tackled, we could more easily put up with the various restrictions and inconveniences which, we are assured, are always imposed for the benefit of some section of the community.

A Housing Quandary.

FROM SUBSCRIBERS' queries we gather that many local authorities are in a quandary over the practical application of certain provisions in the Housing Act of 1925 summarised in one of Mr. GLEN'S articles which we published recently (72 SOL. J., p. 737). Shortly, the position is this: Local authorities may serve notices on owners of houses of a certain class requiring them to put them in proper repair. The owner may either (1) do the work, when no question arises; or (2) appeal to the Minister of Health, upon the question whether the repairs are needed or not; or (3) serve a counter-notice that the house is "not capable without reconstruction of being rendered in all respects reasonably fit for human habitation," in which case either he or the local authority may appeal to the Minister on the question whether "reconstruction" is or is not necessary; or (4) do nothing, let the local authority do the work they consider necessary, and then defend proceedings for recovery of the expenses. The trouble in question arises when the tenant refuses to go. In the *Poole Case* cited by Mr. GLEN, the Divisional Court discharged a rule *nisi* for mandamus, obtained by the owner, and directing the local authority to serve notice to quit on the tenant, because they had appealed to the Minister of Health against the owner's counter-notice. But, in an unreported case of *Rex* (*Staines R.D.C.*) v. *Middlesex* (*Spelthorne*) *Justices*, the Divisional Court, on the 11th January, 1928, granted a rule *nisi* for mandamus directing the justices to show cause why they should not "proceed (1) to hear and determine pursuant to the statutes in that behalf the matter of three summonses under the hand and seal of . . . and dated . . . issued against the said Frederick Thomas Gibbons upon the complaint of . . . under section 11 (3) of the Housing Act, 1925; and (2) to fix a reasonable time for the said Frederick Thomas Gibbons to obey the closing orders made by the District Council of . . . in respect of three buildings owned and occupied by him and situate at . . . by ceasing to use such buildings or any of them for human habitation, upon the ground that the said justices by dismissing the said three summonses and refusing to fix a time as aforesaid exceeded their jurisdiction under the said enactment." Cause was not shown against the rule, so that presumably the justices ordered the tenant to quit within a reasonable time. It would therefore appear that, if local authorities have their summonses against stubborn tenants dismissed on compassionate grounds, they should at once apply *ex parte* to the Divisional Court for a rule *nisi* against the justices as in this *Staines Case*, and, in our view, if cause is shown, the probability is that the rule will be made absolute.

Epicene Attire.

THE ADVENTURES of the self-styled Sir VICTOR BARKER may suggest material for the writer of comic fiction rather than for the commentator on law. Certain legal points, however, do arise on her exploits, and one on the notion, very generally held, that the adoption of the clothes of the opposite sex is an offence in itself. This proposition, however, will fade away in a legal library. No statute since the repealed sumptuary laws establishes any such veto, and if such adoption was ever a common law misdemeanour, under the term "travesty" or otherwise, no reference to it will be found in modern text-books, and even BLACKSTONE knew it not. The nearest prohibition appears to be the very natural objection of ancient ecclesiastical authorities to young women masquerading as men in Church. Thus, "Joannam Towler, de Downham—Detected, for that she came into our Church in manes apparall upon the Sabaoth daie in the Servyce time" "Catherinem Banckes *famulam domesticam—Presentatur* for cominge in man's apparell into the Church to the contempte of religion—*Dominus injunxit ei penitentiam* in her usuall apparell with a paper on her brest." In France a licence appears to be or to have been required, and was granted to ROSA BONHEUR and others. In twentieth century England, however, with land girls and ladies riding astride, not to say being visibly bifurcated in their own attire, such prohibition would be farcical. A change of clothes of this kind is, as a rule, made frankly and without intent to deceive, whereas "Sir Victor" admittedly had such intention. Even that intention, however, does not appear to make the change illegal, unless it is an element in some other illegal intention, such as personation, or obtaining credit by false pretences, or the motives that lead degenerate youths to dress as girls. For obvious reasons "Sir Victor's" chequered matrimonial history cannot yet be discussed. It is clear law, however, that the inherent invalidity of the second ceremony will not excuse a bigamous marriage: see *R.* v. *Allen*, 1872, L.R. 1 C.C.R. 367, where the prior cases are quoted and fully discussed. COCKBURN, C.J., observed (p. 369) "It is the appearing to contract a second marriage, and the going through the ceremony which constitutes the crime of bigamy." The success of "Sir Victor's" lengthy imposture was no doubt facilitated by a remarkable gift of self-assurance, and may be contrasted with the dismal failure on the part of CRIPPEN'S young woman companion in his flight to assume the part of a boy.

"Insulting Behaviour."

MR. MEAD, the learned magistrate at Marlborough-street Police Court, considered a debatable point on the 9th inst., when he had before him a man charged, under s. 54 (13) of the Metropolitan Police Act, 1839, with what is commonly described as insulting behaviour. The sub-section refers to "Every person who shall use any threatening, abusive or insulting words or behaviour with intent to provoke a breach of the peace, or whereby a breach of the peace may be occasioned." The prosecution alleged that the defendant had accosted two policewomen and touched one of them on the

arm, they being in plain clothes at the time. Some of the facts were disputed. Mr. MEAD said that, if the witnesses in the case were speaking the truth, the accused was guilty of intrusive, offensive and impertinent behaviour, but he doubted whether the section of the Act was applicable to the facts of the case. As to the words "threatening, abusive or insulting," he thought, first, that the three words were linked together, and, secondly, that there would be no breach of the peace so far as the policewoman was concerned. He discharged the accused on account of the legal point he had raised. He added that he would state a case if it were desired. The point is certainly worthy the consideration of the High Court. On the one hand is the perfectly tenable view of the learned magistrate. On the other hand, it might be argued that the phrase: "Whereby a breach of the peace may be occasioned" is descriptive of the kind of insulting behaviour; that is to say, if the conduct is found to be (1) insulting, and (2) such that it might cause a breach of the peace among normal, reasonable people, the section may be applicable, without any inquiry on the part of the court as to the disposition, occupation or views of the persons concerned. It will be generally conceded that police officers, male or female, are less likely to lose their tempers than other people, but it is not inconceivable that they might; and, besides, a breach of the peace might arise among onlookers, and not only on the part of the person supposed to be insulted. We have been unable to trace any authority on the point, which only a decision of the High Court can determine.

Natives and the Law in South Africa.

The Times recently published an interesting article by a correspondent on the treatment of the natives by the South African courts. The article speaks with authority, for it is a summary of the conclusions of Professor EDGAR H. BROOKES, of the Transvaal University College, Pretoria, and a number of legal practitioners, after carrying out a lengthy investigation. To an English lawyer it may seem surprising that they recommend the abolition of the jury system; but a South African jury is, perhaps inevitably, a jury of white men, who in a country of mixed population will never regard black men as their equals, either in or out of court.

The examples of injustice given in *The Times* do not strike us as very glaring, though no doubt the learned authors are right in their conclusions. Possibly some of the jurors' prejudices have a foundation in fact—for example, their lack of confidence in native evidence and their belief that the rape of a native girl by a white man is less serious than that of a white girl by a native. But the general principle that a white man is entitled to treat the native with some brutality and ought never to be sentenced to death is a disgrace to British justice. It is well for Liberals with pro-Boer traditions to remember that the native population has always been worse treated by the Dutch settlers than by British officials.

Many defects of the African courts are common to India and other countries occupied by Europeans; one could instance the brutality of the native policemen, and the inability of the prisoner to express himself in the manner expected by a European court. But in South Africa the position is a great deal worse than in India, owing to the enormous number of petty offences created by oppressive legislation against the coloured people, who are after all the original inhabitants of the country.

We felt some sympathy with the Australian black fellow who recently told the Old Street magistrate that after occupying his country and exterminating his fellow-countrymen the English might at least grant him legal aid.

"DOMINION STATUS."

A verbatim report of the important Lecture given last night by Professor J. H. MORGAN, K.C., on the above subject, at the University of London (University College), will be published as a Special Supplement with our next issue (23rd March).

Criminal Law and Police Court Practice.

DANGERS OF IDENTIFICATION.—The "Garage Murder" is under investigation, and we carefully refrain from any comment upon the merits of the case as regards any individual against whom suggestions may be made. But we do not forbear to indulge in some reflections upon the identification parade which formed the subject of some of the evidence. The coroner is reported to have said that that identification parade was held in a room where "the light was very bad. The room was, in fact, little better than a cell." An identification or attempted identification in such conditions is unsatisfactory both from the point of view of a suspected person and of the public, which requires the true offender to be brought to justice. Here the witness said that "he got down to two men and picked out one of them, but he was not definite." "The man he picked out at the parade was very like PODMORE and was standing next to him." Further comment would be improper, but we do emphasize the view that identification parades should be conducted with every possible opportunity not only of fair but of definite identification. The group from which the witness is invited to select an individual should not be crowded together. The light should be as good as possible, at least sufficient for the witness to scan the features of each face. So far as possible there should be a general resemblance between the members of the group paraded. It is satisfactory in the present instance, that, in the words of the witness, "they were the most similar lot of men I had ever seen."

CYCLISTS AND COLD WEATHER.—A cyclist who was summoned recently for riding his bicycle without a light excused himself on the ground that he had an acetylene lamp, and owing to the very cold weather the water was frozen. The Bench dismissed the summons on the ground, apparently, that the freezing of the water was an Act of God. If that is so, the case raises some very interesting points. An accident is said to be the result of an Act of God when "it is due to natural causes directly and exclusively without human intervention, and such that it could not have been prevented by any amount of foresight and pains and care reasonably expected" (*Nugent* v. *Smith*, 1876, 1 C.P.D., per MELLISH, L.J., at p. 444). Moreover, if the natural cause is such that its occurrence might reasonably have been foreseen, the prevention of the injurious consequences flowing from it must have been practically impossible to bring it within the definition of an Act of God (*Nichols* v. *Marsland*, 1875-6, 2 Ex. D. 1). It seems somewhat difficult to bring a cyclist whose light goes out owing to the freezing of the water in his lamp within these somewhat stringent provisions. It must be assumed in the first place that he is not aware that his light is out, for if he is aware of that fact it is obviously his duty to get off and walk. Furthermore, in time of severe weather it is within everyone's knowledge that water is liable to freeze very quickly, so that it would be only reasonable for the owner of a bicycle with an acetylene lamp to take some precautions (as by swathing the lamp in flannel) to prevent freezing. After all, lights on a bicycle should be constructed so as to overcome ordinary contingencies (of which cold weather is one), and it would be very unfortunate if the safety of other vehicles and of pedestrians should be endangered by a case like this.

"DOING" THE TAX COLLECTOR.—The collectors of rates and taxes are, in the abstract, our natural enemies. We should all love to abolish them, and the reasons for their existence. People talk proudly of having been a ratepayer for so many years, as though the fact entitled them to special consideration, to immunity from prosecution for minor offences, and from many of the irksome restrictions imposed

upon us by authority. But, as a magistrate once observed, with some asperity: "What on earth has being a ratepayer got to do with the case? There is no virtue in paying rates! No one would pay rates and taxes unless he were obliged."

A pleasant contrast to the usual run of complaints so often heard in the courts was supplied last week by a man in a metropolitan county court, who, upon being asked whether he paid income tax, replied: "Not now. The revenue people showed me how to 'do' them." What he meant, doubtless, was that the revenue officials had shown him how to make his claims for exemptions and abatements. After all, this is common experience. The hated official, interviewed in person, and convinced that you are honest, becomes your helpful counsellor, even though he lose income tax by it. So it is with most officials. On paper, or in the lump, they may seem suspicious, oppressive and officious; man to man, they are generally quite good fellows!

RETIRING FROM THE CASE.—Every practitioner has had the experience of being badly let down by a witness who fails to come up to his proof, and we are all familiar with the spectacle of the advocate who has to sit down hurriedly, observing merely that he cannot carry the case any further. Only rarely, however, does the advocate feel bound to withdraw himself definitely from the conduct of the case. Such a case was reported not long ago, when, after the court had adjourned the hearing for a court official to make an inspection and give evidence, the complainant's solicitor took this course and the case was dismissed with costs against his client.

Withdrawal of this kind is a strong line to take, because it is a clear repudiation of the client. It is, however, perfectly justifiable if the client's behaviour is such that his advocate could not honourably associate himself further with the case.

Upon the ethics of advocacy it would be hard to improve on Dr. Johnson's well-known words: "Sir, you do not know it [a cause] to be good or bad till the judge determines it. I have said that you are to state facts fairly; so that you thinking, or what you call knowing, a cause to be bad, must be from reasoning, must be from your supposing your arguments to be weak and inconclusive. But, sir, that is not enough. An argument which does not convince yourself may convince the judge to whom you urge it; and if it does convince him, why then, sir, you are wrong, and he is right. It is his business to judge; and you are not to be confident in your own opinion that a cause is bad, but to say all you can for your client, and then hear the judge's opinion." Probably the old doctor himself would have admitted, however, that there are rare cases in which, unexpectedly, the advocate finds himself in the condition of knowing, rather than thinking, that his cause is so bad that he cannot further maintain it without discredit to himself or embarrassment to his client. Even at that stage, however, it might be reasonable for the court to offer the client an adjournment, upon suitable terms, so that he might, in the altered circumstances of the situation, procure the assistance of a fresh legal adviser to help him make the best of a bad job. That is naturally a matter for the court to decide on the particular facts.

The Position of Legitimated Children in Matrimonial Suits.

THE decision in *Jones* v. *Jones*, 1929 (*The Times*, 8th and 26th February), has followed *Bednall* v. *Bednall*, 1927, P. 225; 71 SOL. J. 453, and *G.* v. *G.*, 1928, 45 T.L.R. 7, in deciding that no order for custody can be made in divorce proceedings in the case of a child born before marriage and not declared legitimate under the provisions of s. 2 of the Legitimacy Act, 1926. This construction of the law has come as a considerable surprise to many. But it is not necessary to argue here as to its soundness or otherwise, for the matter is to go to the Court of Appeal. It affects numerous cases, for the same section which provides for the court dealing with the custody of children in proceedings for divorce or nullity includes also proceedings for a judicial separation, s. 193 of the Supreme Court of Judicature (Consolidation) Act, 1925. Moreover the very much larger number of cases which come before justices are also governed by the decisions, for courts of summary jurisdiction cannot have greater powers to give "legal custody of any children of the marriage": Summary Jurisdiction (Married Women) Act, 1895, s. 5 (6), than the High Court has to give "custody of the children, the marriage of whose parents is the subject of the proceedings": Supreme Court of Judicature (Consolidation) Act, 1925, s. 193.

In either case the possibility of treating the child as one who can be the subject of a custody order, depends upon s. 6 (1) of the Legitimacy Act, 1926, which is held not to have "any application to custody": Mr. Justice HILL in *Bednall* v. *Bednall, supra*. The child has to be declared legitimate before it comes within s. 193 of the Supreme Court of Judicature (Consolidation) Act, 1925; à fortiori must it be so declared before it can be considered a child of the marriage within the meaning of the Summary Jurisdiction (Married Women) Act, 1895.

Every aspect of the question has been exhausted. In *Bednall* v. *Bednall, supra*, a declaration of legitimacy was refused (because the child was not a party to the suit). In *G.* v. *G.*, a simple order of custody was prayed without declaration, and held to be out of order. In *Jones* v. *Jones, supra*, the additional fact of re-registration was sought to be used to distinguish the case from the earlier ones, and that too failed. Indeed in *Jones* v. *Jones* the court rightly pointed out that the arguments of the Attorney-General were really directed, not to a new state of affairs, but to seeking to show the earlier decisions were wrong.

In *G.* v. *G., supra*, the court fell back on the primary right of the mother of a child, not found to be legitimate, to its custody, and gave a direction "in the exercise of the general jurisdiction of the High Court in respect of infants," that the child was to remain in her care and control, leaving her to get a declaration of legitimacy pending decree absolute. The same course was followed in *Jones* v. *Jones, supra*.

But courts of summary jurisdiction have no such general jurisdiction, and difficulties are arising which would happily disappear if the decision in *Jones* v. *Jones* be reversed on appeal.

It has been suggested that a bastardy order could be made, but although where the child is truly a bastard, as the child of persons afterwards married might be, by the operation of s. 1 (2) of the Legitimacy Act, 1926, an affiliation order might be made: see *Boyce* v. *Cox*, 1921, 66 SOL. J. 142; 1922, 1 K.B. 149, and Lieck and Morrison's "Matrimonial Jurisdiction of Justices," p. 89, yet it is impossible to treat as a bastard a child which an Act of Parliament says its parents' marriage "shall render legitimate."

Nor can an order be made under the Summary Jurisdiction (Separation and Maintenance) Acts, and later on, a declaration of legitimacy having been obtained, be varied to include the legitimated child. The case of *Harvey* v. *Harvey*, 1923, 39 T.L.R. 193, stands in the way.

The best course seems to be to adjourn the hearing and let the applicant get a declaration of legitimacy in the County Courts, but this involves considerable delay, and some expense to persons who, above all, need to avoid the costs of litigation. The difficulty of maintenance meanwhile can, however, be met by an interim order under s. 6 (1) of the Summary Jurisdiction (Separation and Maintenance) Act, 1925.

Another way out of the difficulty has been suggested, that the mother should apply, simultaneously, for herself under the Summary Jurisdiction (Separation and Maintenance) Acts, and for the child under the Guardianship of Infants Acts. It seems that, under these Acts, the child can be a party to the

proceedings: see Lieck and Morrison's "Matrimonial Jurisdiction of Justices," p. 176, and this gets rid of the stumbling block in the Divorce Court cases we have been considering.

The device is a little clumsy, but it means expedition, and the need to go only to one court, a very important consideration for people of the class who take their matrimonial troubles to the police court.

If the appellant in *Jones* v. *Jones* succeeds in the Court of Appeal (or possibly in the House of Lords), all will be well. But till the point is decided, and afterwards if the appeal is dismissed, practitioners will be driven to do what is possible on the lines we have indicated, for though the Legislature may eventually interfere, it will be a considerable time before it can do so.

Void Insurance Policies.

THE liability of an insurance company for the unauthorised wrongful act of their agent, whose duties consisted of procuring persons to take out policies with them and of obtaining duly filled in and signed proposal forms, was considered in the recent case of *Newsholme Bros.* v. *Road Transport and General Insurance Co., Ltd.*, 72 SOL. J. 848. The proposal form upon which a policy was issued to the insured was signed by a partner in the insured firm, and was in respect of a motor omnibus owned by them; the written answers on the proposal form, however, were filled in by the insurance company's agent. Following an accident to the insured's motor omnibus the insurance company repudiated the policy on the ground that the answers to the questions in the proposal form were untrue, and that the applicants had withheld information which might have influenced the acceptance of the proposal. The dispute was submitted to arbitration, and it was found, *inter alia*, that the insurance company's agent, although he had incorrectly filled in the proposal form, had been told the true facts by the insured, and it was held that the agent's knowledge was the knowledge of the insurance company, who having also accepted a premium from the applicants, were liable under the policy. Mr. Justice ROWLATT, on a special case stated by the arbitrator, has held that the insurance company were entitled to repudiate the policy. The case is interesting as providing a point of convergence of two lines of authority. In the case of *Bawden* v. *The London, Edinburgh, and Glasgow Assurance Co.*, 36 SOL. J. 502; 1892, 2 Q.B. 534, apparently followed by the arbitrator, an assurance company's agent effected a policy of assurance for permanent total or permanent partial disablement on behalf of a man who had lost the sight of one eye. The agent did not inform the assurance company of that loss. The insured subsequently lost the other eye as a result of an accident, and his claim against the assurance company was upheld, and affirmed by the Court of Appeal, on the ground that the company were affected through their agent with the knowledge that the assured was a one-eyed man. This principle of agency appears to have been reversed in the case of *Biggar* v. *Rock Life Assurance Co.*, 46 SOL. J. 105; 1902, 1 K.B. 516, a case which, in Mr. Justice ROWLATT'S opinion, was practically on all fours with the present case. It was there held that the assurance company's agent, who, without the knowledge or authority of the applicant, falsely filled in many of the answers in the proposal form, was, in filling in those answers, acting not as the agent of the assurance company, but as agent for the applicant, and that the policy was void. Briefly, then, the information given by the agent on the proposal form to the insurance company, false or true, is the information of the applicant, and is presumed to be authorised by him. In this connexion, in the present case, Mr. Justice ROWLATT said "It was not stated whether he (the applicant) read it (the filled in proposal form), but if he did not he was in the same position as if he had, because he ought to have done so." A difficulty on this point arose in *Bawden's Case, supra*, because BAWDEN, the assured, could neither read nor write, and in his judgment in *Wells* v. *Smith*, 1914, 3 K.B. 722, referred to in 58 SOL. J., at p. 666, Mr. Justice SCRUTTON, as he then was, thought that *Bawden's Case* would have been decided differently if the one-eyed assured had actually put on the proposal form a statement that he had the sight of two eyes. In the present case, however (*Newsholme Bros.* v. *Road Transport and General Insurance Co.*), it would seem that the question of agency is not essentially material to the decision. There was a written agreement between the parties—the proposal form—the contents of which the applicant must be deemed to have known (Mr. Justice ROWLATT, *supra*), and to let in verbal evidence of what the applicant actually told the agent who filled in the form would be "to fly in the face of what the parties had recorded as their agreement."

A Conveyancer's Diary.

Vendor and Purchaser. Condition that Objections to Title be submitted to Counsel whose Opinion is to be Conclusive.

A case recently came before the writer in which in a contract for sale by a tenant for life there was, in the writer's experience, a very unusual clause, namely, that every objection to title should be referred to the opinion of Mr. A.B., a counsel, whose opinion should be conclusive.

The consent of the trustees for the purposes of the S.L.A. to this clause had not been obtained; and even if it had been obtained, it is submitted that the clause would be void in law, altogether apart from its inadvisability as a matter of practice.

It is presumed that Mr. A.B. was not the counsel who had drafted the agreement. To the writer it seems that the tenant for life who, in exercising his statutory powers, "is deemed to be in the position and to have the duties and liabilities of a trustee" for all parties interested under the settlement (S.L.A., 1925, s. 107 (1)), has no right to contract beforehand to expose the title of those parties to an adverse finding by one not appointed for that purpose by the State, and to oust the jurisdiction of the judges, the persons properly appointed to hear the matter.

Apart altogether from his official position, and the consequence which attends his decrees, and from his greater experience and far higher personal eminence, a trial before a judge is far more satisfactory than any opinion of any counsel can possibly be. The judge decrees after hearing argument for each side by counsel, or at all events after the opportunity has been given to each side of presenting his argument by counsel; while the counsel entrusted under such a clause evolves his opinion from the privacy of his chambers, and the recesses of his own mind, unaided by other counsel.

The S.L.A., 1925, s. 58 (1), enacts that "a tenant for life may, with the consent in writing of the trustees of the settlement, either with or without giving or taking any consideration in money or otherwise . . . compromise, abandon, submit to arbitration or otherwise settle any claim, dispute or question whatsoever relating to the settled land."

Every word of this seems to indicate clearly, *first*, that the dispute or question must have positively arisen before the section can be taken advantage of at all; *secondly*, that having so arisen, it is not only for the tenant for life but also for the trustees to determine whether the question is of such a nature as to be properly dealt with at all in manner allowed by the section; *thirdly*, that the consideration of this matter is so important that a verbal consent of the trustees is not sufficient, but that it has to be in writing (which imports deliberation and a record thereof) before the section is satisfied.

The only method pointed out by this section in which the tenant for life, even with the written consent of the trustees,

can *delegate* the decision even of a question that has already arisen to a third party, is by submitting it to arbitration; in all the other modes of dealing with the dispute authorised by the section, the exercise of the discretion of the tenant for life consented to by the trustee is required. Though, of course, where appropriate, the tenant for life can take expert advice, yet the actual exercise of the discretion must be his own, coupled with the trustees' consent.

Now, for an arbitration to take place it is obvious that there must be an existing subject-matter on which it can operate, viz., an existing dispute: *Carus-Wilson and Greene*, 18 Q.B.D. 9, 10. And, of course, a man completely *sui juris* can contract that disputes that may in future arise shall be so submitted. See definition of "submission" in the Arbitration Act, 1889, s. 27.

But s. 58 (1) obviously does not expressly authorise such a contract to submit disputes that may in future arise.

Nor does s. 90 (1) (vi), which allows a tenant for life to "enter into a contract to do any act for carrying into effect any of the purposes of this Act" enable such a prospective contract; for, in the first place, the purpose of s. 58 is only to arbitrate on a dispute already arisen, and, in the second, the consent of the trustees is necessary even to that.

Now let us assume that after the purchaser has raised specific objections to the title, the tenant for life, with the written consent of the trustees, and the purchaser agree to refer the question to counsel and be bound by his opinion. Is even that authorised by the Act?

An arbitration, strictly so called, involves the arbitrator undertaking a quasi-judicial enquiry, hearing the parties and making a formal award: *Re Hopper*, L.R. 3 Q.B. 373; *Re Carus-Wilson*, 18 Q.B.D. 9; *Teacher* v. *Calder*, 1899, A.C. 460.

If from the terms of reference it could be intended that such formal arbitration was to take place, then no doubt the case would be within the words of the section.

But if the dispute were purely one of law, it would be hard to infer that, unless so expressed, the counsel was to do more than exercise his own unaided professional knowledge upon the matter and give his opinion; and, if so, the reference would not be a submission to arbitration strictly, but at the most a reference in the nature of an arbitration: *Hammond* v. *Waterton*, 62 L.T. 809, and last cited authorities.

Then is a reference in the nature of an arbitration within s. 58 at all?

In the first place, the object is to oust the court, and so we conceive that the section, like the Arbitration Act itself (*Franklin*, 1929, 1 Ch. 241), is to be strictly construed.

In the second place, the primary rule is "*delegatas non potest delegare*"; and consequently, s. 101, a tenant for life cannot delegate his discretion except in a case in which he is expressly authorised to do so: *Earl of Wilton*, 1907, 1 Ch. 55. Consequently it lies on him affirmatively to prove that he is authorised to make the particular delegation actually made. The s. 58, in words, authorises him with the consent, etc., to submit to arbitration, not to make a delegation, under a reference in the nature of an arbitration.

But, apart from law, the case must indeed be an exceptional one in which the trustees could be properly advised to let a purely legal question as to the validity of the vendor's title go to arbitration, even in the strict sense, of counsel.

Of course, in some cases of leases, especially of mining leases, it is not unusual to insert a clause for reference of future arising questions of fact to arbitration; and there seems to be no real objection to a tenant for life exercising his statutory powers of leasing inserting such a clause in a proper case. But then such a clause would be, in a proper case, justified as a necessary incident to the primary power, that of leasing. Neither authority nor practice justifies a prospective contract that counsel shall oust the jurisdiction of the court on a matter of law.

Landlord and Tenant Notebook.

Finality of County Court Decisions in Rent Act Cases: s. 2 (6) of the Act of 1920.

The decision of the Divisional Court in *Elvington Tenants* v. *Hatton*, 1928, W.N. 102, indicates a somewhat curious state of the law arising as the result of the Rent Acts.

In this case the landlord of certain premises within the Rent Acts had served on the tenant a notice of increase of rent, the validity of which was disputed by the tenant.

The landlord thereupon made an application to the county court under sub-s. (6) of s. 2 of the Increase of Rent and Mortgage Interest Restrictions Act, 1920.

The points that were raised by the application were:—

(1) Whether the notice of increase was valid;

(2) Whether the landlords were responsible for the whole of the repairs (the tenant having contended that the landlords were only partly responsible for repairs); and

(3) If the landlords were responsible for only part of the repairs; for what amount.

The county court judge gave a decision in favour of the landlords on the first two points, but did not deal with the third point, as it was unnecessary in the circumstances for him to do so.

The tenant appealed to the Divisional Court, whereupon the preliminary objection was taken that the Divisional Court had no jurisdiction to hear the appeal by virtue of sub-s. (6) of s. 2 of the Increase of Rent and Mortgage Interest Restrictions Act, 1920, that sub-section being as follows:—

"Any question arising under sub-sections (1), (2) or (3) of this section shall be determined on the application either of the landlord or the tenant by the County Court, and the decision of the court shall be final and conclusive."

The Divisional Court sustained the objection notwithstanding that questions of law as well as fact were involved in the application made to the county court.

It is quite clear therefore from the above decision that if the procedure followed in such cases (i.e., where any question arises under sub-ss. (1), (2) or (3) of s. 2 of the Act of 1920) is by application under the Rent Restrictions Rules, the decision of the county court thereon will be final and conclusive both as to the facts as well as to the law.

This undesirable result may be obviated however by the employment of a different form of procedure, as is well illustrated by the case of *Strickland* v. *Palmer*, 1924, 2 K.B 572. In that case, the landlord had made an increase of rent on the ground of an increase of rates, and on the rates subsequently being reduced, the tenant claimed a proportionate reduction of rent. In an action for the recovery of alleged arrears of rent, the county court judge gave judgment in favour of the tenant, and on appeal to the Divisional Court and subsequently to the Court of Appeal, the point was taken that the decision of the county court was final by reason of sub-s. (6) of s. 2 of the Increase of Rent and Mortgage Interest Restrictions Act, 1920. The Divisional Court (and the Court of Appeal apparently, as well) overruled the objection.

Thus, in his judgment, Bankes, L.J., said: "The point turns on the construction of s. 2 (6), which, in my opinion, refers to special applications made by either party and decisions on such applications. The procedure on these applications is regulated by the Increase of Rent and Mortgage (Restrictions) Rules, 1920. I do not think the present case comes within s. 2 (6) at all. *If the question now raised had come before the county court by way of an application under that sub-section it may be that no appeal would lie.* Upon that I say nothing. In the present case there was nothing in the nature of an application under sub-ss. (1), (2) or (3) of that section. The question was raised by way of defence to an ordinary action in the county court."

This curious result therefore follows, that where a question arises under sub-ss. (1), (2) or (3) of s. 2 of the Act of 1920, an

alternative procedure may be adopted. Either an application may be made under the Rent Restrictions Rules, or else ordinary proceedings instituted by plaint and ordinary summons (e.g., for recovery of arrears of rent). If the former procedure is adopted the decision of the county court will be final on all points, but by adopting the latter form of procedure, the opportunity of appealing on a point of law will be left open to either party if dissatisfied with the decision of the county court.

Our County Court Letter.

HAIRDRESSERS' NEGLIGENCE.

(Continued from 73 Sol. J., *p.* 154.)

II.

In the recent case of *Sant* v. *Stubbs*, at Northwich County Court, the plaintiff claimed £25 damages for pain and shock by reason of the negligent treatment of the plaintiff's hair, and the defendant counter-claimed £1 5s. the cost of a permanent hair wave. The plaintiff's case was that the defendant washed her hair, dried it with an electric drier, and then attached forty-seven curlers, and on the plaintiff complaining that the latter were too tight, she was told not to make a fuss. The treatment with the curlers continued for one or two hours, and half-way through the defendant was helped by her assistant. One-third of the curlers at a time were then to be connected to the electric cooker or heater, but, after the first lot had been connected about three minutes, the plaintiff complained of the excessive heat. The defendant replied that there would be no permanent wave if the curlers were taken off, but she removed them shortly afterwards. The plaintiff was subsequently found to be suffering from a swelling of the left eye and seven small ulcerating areas of the scalp, due to recent burns, which developed into bald patches and necessitated five weeks' nursing. The defendant's case was that no complaint was made about the heat, and it was impossible for the curlers to become too hot after three and a half minutes. The plaintiff said she was going to faint and the cylinder had to be taken off the curlers quickly, so that instead of the steam escaping it must have gone back to her head. The burns must have been due to the apparatus being removed so quickly when the plaintiff spoke of fainting. The assistant, an expert waver of four year's experience, corroborated that there was no negligence, and it was pointed out for the defendant that there was no allegation that the machine was not in working order. His Honour Deputy Judge R. R. Smylie gave judgment for the plaintiff for the amount claimed and dismissed the counter-claim. It transpired that the plaintiff had been a regular customer of the defendant for three years, and as a general hairdresser had always found her quite satisfactory.

Practice Notes.

DIVORCE.

An attempt to obtain an allowance for a guilty wife in divorce proceedings or for a bigamous or unsuccessful wife, against whom a decree of nullity is sought, is always fraught with uncertainty as to the result.

It is not the ordinary practice of the court to entertain petitions for maintenance by guilty wives, but it will adjudicate upon a petition by a respondent against whom a decree of nullity has been pronounced.

In nullity cases the amount or proportion of the allowance may vary considerably with the circumstances of the case, although there is nothing to prevent the application of the one-third rule in cases in which great hardship characterises the situation of the unsuccessful wife.

The husband's conduct in nullity cases is usually immaterial and is not the foundation for an application for provision for the wife. In divorce cases, however, the husband's misconduct or neglect, whether or no it amounts to a matrimonial offence, is, with the exception noticed below, the crux of the matter.

If, for instance, the wife can prove the husband guilty of conduct giving rise to a discretionary bar under the statute (Judicature Act, 1925, s. 178); she has a firm basis for her claim, and *a fortiori* where the husband, himself having committed adultery, is asking for the discretion of the court to be exercised in his favour. Other discretionary bars besides adultery are unreasonable delay, cruelty, desertion or wilful separation without reasonable excuse and "such wilful neglect and misconduct as has conduced to the wife's adultery."

It is therefore necessary, assuming she has grounds, for a wife, not seriously contesting the allegation of adultery made against herself, to file an answer in the husband's suit charging him with one or more of the above, so that her counsel at the conclusion of the trial may have evidence to support the application for a compassionate allowance. This her counsel will be competent to do even though the court has found that the charge, e.g., conduct conducing, has not been proved to its satisfaction, provided that there are facts of the married life proved in evidence showing that the husband has in some way or other borne hardly on the wife.

An entirely blameless husband may also be constrained to contribute to his wife's support in exceptional circumstances. In a case where, for instance, the wife has been seduced and deserted by the co-respondent, and there has only been the one act of adultery, the court is likely to intimate to the husband's counsel that it is a case in which the husband ought to make provision for the wife; or the matter can be raised by counsel appearing for the wife to this end. The matter is finally disposed of by the giving of an undertaking by the husband.

The court will not in any case assist a guilty wife unless she is practically destitute, or if she is living with the co-respondent; and the footing upon which the provision is to be made will be *dum sola et casta vixerit* so as to keep the wife from prostitution. It is to be noted that in such circumstances an allowance is not likely to be given to a young woman well equipped to earn her own living, and in the case of an older woman, at the present time able to support herself, only a small allowance may be made with an admonition to save it for her old age, when she will no longer be able to work.

The situation will probably not arise where a co-respondent has been made to pay substantial damages and there are no children of the marriage, for the court will be likely to order a settlement out of these damages for the support of the wife.

Many instances can be imagined in which the husband's obligation to support a wife against whom a decree of nullity has been pronounced would seem to be a harsh one, but the husband can reasonably insist that the payments shall be *dum sola*, and the court, it is submitted, can disregard the demands of a woman whose claim is entirely devoid of merits, e.g., in some cases of the marriage having been void *ab initio*, under its duty to take into account the conduct of the parties.

CITY POLICE COMMISSIONER CONGRATULATED.

The Recorder (Sir Ernest Wild, K.C.) at the Central Criminal Court last week, on behalf of the Bench and Bar and all connected with the City of London, congratulated Lieutenant-Colonel H. S. Turnbull, Commissioner of the City of London Police, on the honour conferred upon him by the King in creating him a Knight Commander of the Order of the British Empire. The Recorder said that every one connected with the City knew what a splendid Commissioner of Police he was, and his friends would rejoice with him in the personal distinction which had been conferred upon him and also upon the City of London.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Set-off of Sickness Benefit against Wages.

Q. 1587. Is a workman employed on the usual weekly basis entitled to claim wages from his employer during sickness in addition to his sickness benefit under the National Health Insurance ? The case of *Niblett* v. *The Midland Railway Co.*, 1907, 96 L.T. 462, does not appear to be absolutely in point, because there the workman signed an undertaking to abide by the rules of the Company, which incorporated a requirement to join the Friendly Society, the rules of which, in turn, prohibited payment of sick pay during illness if the workman was receiving wages from the company and we do not appear to find any direct decision on the point.

A. Wages are a specified reward for agreed services, and, until the relationship of master and servant is determined, they are payable without deduction—in the absence of a special agreement—at the time of hiring. It was held in *Sellen* v. *Norman*, 4 C. & P. 80, that a master who called in his own doctor to attend a servant was not entitled to deduct the charge for such medical attendance from the servant's wages. The master is, therefore, still less entitled to deduct from wages any sum which does not come out of the master's pocket, such as sickness benefit. The workman in the above case is, therefore, entitled to claim wages during sickness, until his employment is determined by notice or wages in lieu thereof.

Mortgage—Restriction of Mortgagors—Power to Lease—Transfer.

Q. 1588. A mortgaged a house to B, the mortgage containing the usual covenant against leasing without consent. A second mortgage was subsequently given to C, but unfortunately the clause against leasing was in this case omitted. A later leased the premises to D without the consent or knowledge of B or C. This has now come to C's knowledge when taking steps to realise his security. B is still unaware of the position. Can C by paying off B's mortgage place himself in B's shoes and have the lease annulled ?

A. If the restriction on the mortgagor's power of leasing in the first mortgage was (as appears to have been the case) in the form of a covenant by the mortgagor, we are of opinion that if C took a transfer of the first mortgage (by deed or by receipt endorsed) he would stand in B's shoes and have all his remedies. If, however, the restriction was not in the form of a covenant but in the form of a proviso, the position is not quite so clear, but we think that even in that circumstance C would stand in B's shoes and have all his remedies for the breach of the proviso if he took a transfer of the first mortgage : see s. 114 of L.P.A., 1925.

Intestacy—Rule in *Howe* v. *Earl of Dartmouth*.

Q. 1589. A wife died in 1928 intestate without issue, leaving a husband and a mother only. The husband and mother are taking out letters of administration. The estate is £6,000 net free personal estate and an absolute reversion in personalty vested in the deceased wife. The reversion falls into possession on the mother's death. It is assumed that the husband takes £1,000 net and a life interest in the residue, remainder to the mother. The husband and the mother each insists on his or her full rights under the intestacy. In view of the A. of E.A., s. 33, it seems that the reversion cannot be sold unless both agree. The mother is the sole life tenant of the settled fund. Unless the reversion is sold there is, of course, no income for the husband to receive.

(1) How is the husband to get his life interest in the reversion ?

(2) What are his rights ?

(3) Is it to the husband's interest to pay estate duty on the reversionary interest now or should he leave the payment until the mother's death ?

A. The statutory will applicable to this intestacy contains power to postpone conversion, and an express provision that a reversionary interest be not sold until it falls into possession unless the personal representatives see special reason for sale : A. of E.A., 1925, s. 33 (1). There is also a direction that the income of both authorised and unauthorised investments shall be treated and applied as income, but there is no instruction that property not actually productive of income shall not be treated as producing income or entitling anyone to the receipt of income : A. of E.A., 1925, s. 33 (5). Although the rule in *Howe* v. *Earl of Dartmouth* is dead so far as leaseholds are concerned (*Re Brooker*, *Brooker* v. *Brooker*, 1926, W.N. 93), yet it still exists in other cases : *Re Trollope's Will Trusts*, 1927, 1 Ch. 596. It would appear, therefore, that the husband is entitled to interest in equity on the reversionary interest valued as on the day of death.

The answers to Nos. (1) and (2) of the specific questions appear above. As to No. (3), we are hardly in possession of sufficient information to enable us to form an opinion of any value, as we do not know the nature of the interest nor the respective ages of the husband and mother, but it appears necessary to compute the duty now in order to arrive at the correct figure for the payment of interest in equity to the husband. As there would be, we suppose, a duty on the personal representatives paying interest in equity to make provision to ensure that the husband ultimately, in effect, bore his share of the estate duty, we express the opinion that they ought to pay now.

Entailed Land—General Grant of Administration.

Q. 1590. G.H., who died in 1901, devised a cottage and garden to E.H. and the heirs of his body. G.H. did not appoint any executor or trustee of his will, and administration (with will) was granted to one of the residuary legatees. The administrator never conveyed nor assigned the property to E.H., who nevertheless entered into possession or receipt of the rents and profits. No vesting deed was executed. E.H. never disentailed and died in 1928, intestate, leaving a widow and a son of full age. Letters of administration without any exceptions of settled land have been granted to the widow of E.H. In whom is the legal estate vested ? Does s. 3 (3) of the Administration of Estates Act, 1925, operate to prevent the legal estate vesting in the personal representative of a former tenant in tail, or does it refer only to the equitable interest ?

A. The legal estate in fee tail passed from the administrator of G.H. to E.H. by implied assent. On the 1st January, 1926, E.H.'s legal estate was converted into a fee simple, and his entailed estate to an equitable one. The legal fee has vested in the widow of E.H. under the general grant by virtue of s. 1 (1) and 3 (1) (ii) of E. of A.A., 1925. Section 3 (3) of the Act only applies to the equitable interest. There being (it is assumed) no other trustees for the purposes of the S.L.A. under G.H.'s will, G.H.'s administrator, if living, is such trustee by virtue of s. 30 (3) of S.L.A., 1925, and could if he wished apply for revocation of general grant and for a limited grant under s. 23 of E. of A.A., 1925.

Correspondence.

"Points in Practice"—*Q.* 1575.

Sir,—Referring to the reply to Q. 1575 in "Points in Practice," contained in your issue of the 23rd February, it would perhaps have assisted many conveyancers if your correspondent had disclosed in his letter :—

(*a*) In what name or names were the receipts for the mortgage interest given ?

(*b*) If the mortgage has since been discharged to whom was the same re-conveyed ?

(*c*) Who now holds the deeds of the property ?

(*d*) Was there any arrangement made between the brothers whereby A occupied the property conditional on paying outgoings and interest but no rent ?

(*e*) If not, did A recognise B's interest (orally or otherwise) during any and what periods between the date of conveyance and his death ?

I assume the unqualified opinion was given with knowledge of these facts, but if title had been deduced by B acting in good faith in the manner suggested by your correspondent (after an appointment by him of an additional trustee), would a purchaser from the trustees be affected, and if not so affected, through whom would he have acquired the legal estate ?

[The unqualified opinion was given with knowledge only of the facts stated in the question. On the specific points mentioned, however (*a*) It would naturally be assumed, unless otherwise stated, that A, who paid the money, took receipts in his own name. Nevertheless, even if he adopted the very unlikely course in the circumstances of taking receipts in the names of himself and his brother, the opinion is here given that the mortgagee would not be an "agent" of B within s. 14 of the R.P. Limitations A., 1833, and therefore that the statute would have run ; (*b*) This point is covered by the answer to (*a*) above ; (*c*) Immaterial in the case of a title acquired under the Act, and therefore adversely to the written title ; (*d*) It was assumed in the answer that there had not been such an arrangement. Obviously if there was a tenancy at will the Acts would not run. Had there been such a tenancy, the question as put without mention of it would have been a misleading one. Clearly in the circumstances, as between tenants in common, a court would not assume such a tenancy (*Ley* v. *Peter*, 1858, 3 H. & N. 101) ; (*e*) Again the question would have been misleading had A recognised B's title in writing to him or his agent (see s. 14 quoted *supra*). Orally would not have been sufficient.

As to a purchaser from the trustees, his duty would have been to ascertain from inspection of the property and enquiries on the spot whether there was adverse possession, and, if he failed to do this, the opinion is here given that he would have such notice of the facts as would preclude the operation of the amendment to the L.P.A., 1925, 1st Sched., Pt. II, para. 3, contained in the L.P.A., 1926, Sched.—YOUR CONTRIBUTOR.]

Legal Liability for Damages by Frost.

Sir,—With reference to the above article in your issue of 2nd March the writer states :—

"As between adjoining neighbours, however, *Rylands* v. *Fletcher* would appear to be applicable, for a frost is not an 'Act of God' (see *Nichols* v. *Marsland*, 1876, 2 Ex.D. 1), nor even *vis major*, for it can be foreseen, and precautions taken to prevent it doing damage."

In this connexion may I refer you to the cases of *Blake* v. *Wolfe*, 1898, 2 Q.B. 426, and *Rickards* v. *Lothian*, 1913, App. Cas. 263. These two authorities seem to show that there are two exceptions to *Rylands* v. *Fletcher*, viz. :—

(1) Where the person claiming to be compensated has consented to the dangerous matter being brought on to the defendant's land, i.e. as in the case of a tenant, and

(2) Where a person is using his land in the ordinary way the damage happens to the adjoining property without any default or negligence on his part.

This second exception appears to apply not only where the relation of landlord and tenant exists, but to adjoining owners.

Manchester. H. P. ADDLESHAW.
8th March.

[Mr. Addleshaw is thanked for his comment. Both the cases he cites, however, are of water escaping from an upper to a lower floor, and so within the doctrine of *Carstairs* v. *Taylor* and *Ross* v. *Fedden*, with which I dealt. The case of neighbours laterally adjoining is distinguishable, though some of the reasoning in *Rickards* v. *Lothian* might be cited to apply to it. It is also arguable that, if provision cannot be made against every kind of wanton mischief, it can be made against frost.—YOUR CONTRIBUTOR.]

Rutherford *v.* Axham.

Sir,—*À propos* of Lt.-Col. Rutherford's reinstatement to the medical register, you write that "it is a little disconcerting that a man who is a murderer, or alternatively a recovered lunatic, can remain a medical man, authorised by law to practice as such." Might I add to your comment that a body which does not or cannot deny a Rutherford, but excludes a dying Axham, with the utmost rigour of the law, is in urgent need of the attention of the Legislature !

"INDOCTUS."

Covenant to Repair a Fence.

Sir,—I think "A Conveyancer" must be the only person who can see evidence of "wrath" in my previous letters to you, though I plead guilty to having a puzzled mind. The impression now on it is that if an agreement under seal to repair a fence is called a covenant it does not run with the land (p. 74) but if it is called an easement or spurious easement it does so (pp. 121, 152). And I have failed to elicit whether the advice given in "Everyday Points in Practice," p. 451, is sound or otherwise. A. F.

Reviews.

International Law. A Treatise. By L. OPPENHEIM, M.A., LL.D. Fourth Edition by ARNOLD D. MCNAIR, C.B.E., LL.D. Vol. I—Peace. Demy 8vo. pp. 21 and (with Index) 827. Longmans, Green & Co. 42s. net.

The first volume of the fourth edition of Oppenheim's "International Law" by Dr. McNair has now appeared. The teacher, the student and the practitioner have been waiting for this work, and it is safe to say that none of them will be disappointed. The present edition has not only preserved all the merits, including the exhaustive and extensive bibliographies, of a work which is now regarded as a standard treatise on International Law, but the value of Oppenheim's own work has now been enhanced by the scholarship and legal soundness of one who is not only a recognised authority on International law in this country and abroad, but also a teacher of English law enjoying a high reputation.

Dr. McNair's contribution to the new volume covers over 150 pages, although the number of pages is only 827, as compared with 799 of the previous edition. In order to be able to bring the volume up to date without making it unwieldy, Dr. McNair had to omit, or to reduce to smaller type or foot-note type, those parts of the book which either have become relatively unimportant, or could otherwise be easily dispensed with. Here belong, for instance, the long sections of the last edition which contained an enumeration of the law-making treaties, of the provisions of the recent Peace Treaties, and of International Unions—all of which have now

been conveniently summarised in foot-notes or embodied in an appendix. The saving on these three items alone amounts to about 50 pages. This method is undoubtedly correct. New developments in the law should be embodied in text-books, not by simply increasing their bulk, but by a judicious evaluation of the continued relevancy or importance of individual sections. The law develops in two directions: on one hand new material is being added; on the other, many a part of the law becomes obsolete.

Dr. McNair has added a great deal of sections and paragraphs. Apart from large sections, new or practically new, on the League of Nations, Mandates, Self-Governing Dominions, and Protection and Development of Human Personality, a considerable number of new paragraphs have been added, of which the most important are: the history of international relations between 1919 and 1928, recognition of States and Governments, International rivers, Protective Jurisdiction outside the Maritime Belt, Rupture of Diplomatic Relations, Diplomatic Privileges of Non-diplomatic Persons, State-Ships other than Men-of-War, Treaty-making Power of the Dominions, Reservations, Exchange and Deposit of Ratifications, Registration and Publication of Treaties, and many others.

Dr. McNair felt reluctant to interfere with those portions of the book, mainly of a theoretical character, to which the late Professor Oppenheim apparently attached great importance. Here belong, for instance, the questions of the subjects of International law, or of the so-called positive character of the science of International law. On these matters the last ten years have brought many a change, which Dr. McNair has indicated in extensive notes. The original view of the author, which is certainly not without interest, has thus been preserved, while the student has been put on the track of the new developments.

Finally, one feature of Dr. McNair's edition should be mentioned as being of special interest to the readers of this Journal. We refer to the attention paid to the needs of the practising lawyer, so far as he comes into contact with Public International law. The number of cases discussed and referred to in the previous edition was about 100. It has now grown to over 250. Such questions as recognition of States and Governments, effect to be given to the legislative acts of foreign Governments, jurisdictional immunities of foreign States and their property, diplomatic immunities, conclusiveness of statements by the Crown on these and other matters—on these questions the English lawyer will find clear, accurate and up-to-date information.

The Law of Stamp Duties on Deeds and Other Instruments. By E. N. Alpe. Revised and enlarged by A. R. Rudall, with Notes on Practice by H. W. Jordan. Nineteenth edition. 1929. London: Jordan & Sons Ltd. xl and 415 pp. 15s. 9d.

The eighteenth edition of this indispensable practice book was published shortly before the Law of Property Acts came into force. Further, the Finance Act, 1927, s. 55, and the Companies Act, 1928, ss. 18 and 98 (which will come into force on the appointed day), contain important provisions affecting stamp duty payable on certain company transactions. Hence the appearance of a new edition containing the additions and revisions necessitated by those Acts, as well as by recent decisions, is particularly welcome.

It is interesting to note the editor's views on one or two doubtful points, which at different times have been discussed in the columns of The Solicitors' Journal. Thus, after discussing (see p. 134) the grounds for the decision in *Re Beverley*, 1901, 1 Ch. 681, the editors express the opinion that where an appropriation is made by a personal representative under the Ad. of E. Act, 1925, the doctrine in *Re Beverley* applies, and "that the instrument of transfer is accordingly chargeable with *ad valorem* conveyance duty." They distinguish appropriation made under an express testamentary power not requiring the consent of the beneficiary: in that case *ad valorem* duty, they conceive, is not payable.

On pp. 214-215 it is pointed out that a receipt on a mortgage (other than to a building society, etc.), if it operates as a re-conveyance, is liable to the same stamp duty as if it were a re-conveyance under seal; but that a receipt endorsed upon a mortgage merely in evidence of the payment of the mortgage money and not operating as a re-conveyance or discharge is not chargeable with any duty. This is the view expressed in "A Conveyancer's Diary" in 70 Sol. J. 397.

The view expressed in the new Alpe, on p. 126, as to stamps on compensation agreements seems to be asserted too positively. Doubt has been already expressed in these columns as to its correctness and the reasons for that doubt stated at length (71 Sol. J. 50, 286).

A slip occurs on p. 126, where the L.P. Act, 1922, is called the "Copyhold Act, 1922."

We suggest that marginal notes would greatly facilitate the use of the work by practitioners.

Law Institute Journal.—The official organ of The Law Institute of Victoria. Vol. III. No. 2. 1st February, 1929. Reviews Pty. Ltd., 499, Little Collins-street, Melbourne. 2s. per copy (net).

This number contains some interesting notes on the tenure of office and salaries of judges in Australia, and also the first of a series of extracts from the several articles which appeared in the Solicitors' Journal on "The Organisation of a Solicitors' Office," which, as the editor observes, aroused so much interest in this country. As comments are invited by our contemporary, we shall read with interest the observations of Australian practitioners thereon. H.

Books Received.

Letters of The Empress Frederick (with Portraits). Edited by The Right. Honourable Sir Frederick Ponsonby, G.C.B., G.C.V.O. Foolscap 4to. pp. xxiii and (with index) 423. 1929. Macmillan & Co., Ltd., St. Martin's-street, London, 25s. net.

Nitrate Facts and Figures, 1929, compiled by E. T. Tatham. Twenty-sixth year of issue. London: Frederick Mathieson and Sons, Financial Compilers, &c., 16, Copthall-avenue, E.C.

The News Sheet of The Bribery and Secret Commissions Prevention League Incorporated, "For the upholding of honesty in the Professions, Business, &c., and for combating unfair Competition." Vol. 157. March, 1929. London: 22, Buckingham Gate, S.W.1.

National Insurance (Unemployment) Acts, 1911–1919. *Unemployment Insurance Acts,* 1920–1926, *and Out-of-Work Donation Scheme.* Selected decisions given by the Umpire prior to 19th April, 1928., respecting Claims to Benefit and Donation. U.1, Code 8. Ministry of Labour. Medium 8vo. 954 pp. (with index). 1929. H.M. Stationery Office. 15s. net.

The Sacco-Vanzetti Case. Transcript of the Record of the Trial of Nicola-Sacco and Bartolomew Vanzetti, in the Courts of Massachusetts, and subsequent Proceedings. 1920–7. Vol. V. Royal 8vo. pp. 4360 to 5621. With General Index. 1929. New York: Henry Holt and Company.

"THE VALUE OF THE FLAPPER VOTE."

An M.P., canvassing some new women voters, suggested that a young maidservant should give him her vote, but was met with a firm refusal. The conversation ran as follows:—

M.P.: I hope you are not going to give it to the other side.

Maid: I'm not going to give it to anybody.

M.P.: Pity—that. What's the reason?

Maid: Well, I've only just had it given to me and I'm not going to give it away again.

Collapse of M.P. [*Daily Telegraph.*]

Notes of Cases.

Court of Appeal.

George and Stamford Hotels Limited. Confirming Authority of Huntingdon.

Lord Hanworth, M.R., Greer, L.J., Romer, J. 19th February.

Licensing—Confirming Authority—Licence confirmed subject to Conditions—Modification of Conditions by Licensing Justices—Renewed Reference to Confirming Authority—Duty to consider judicially with Notice to Parties interested.

Appeal from a decision of the Divisional Court. In March, 1928, a licence was granted unconditionally to the Haycock Inn at Stibbington. On 25th April, 1928, the confirming authority, the county licensing committee for Huntingdonshire, after hearing the applicant and the opposition, announced that the grant would be confirmed, provided (*a*) that no bar should be permitted, and (*b*) that intoxicants should only be supplied to residents in the inn and persons taking meals. The licensing justices declined to agree to the second condition and notified the confirming authority to that effect, whereupon the latter called a meeting on 16th May, 1928, and confirmed the licence subject only to the first condition. No opportunity was given to opponents of the licence to be present at that second meeting, so as to be heard on the question of the variation of the conditions, and justices took part in the decision who had not been present on 25th April. The George and Stamford Hotels, opponents of the licence, obtained a rule *nisi* for *certiorari* against the confirming authority, to quash the order made on 16th May. The Divisional Court by a majority discharged the rule *nisi*. The hotels appealed. The Court allowed the appeal.

Lord Hanworth, M.R., said that, while the justices were an executive body, the confirming authority were a judicial body. On 16th May they ought to have sat judicially, and opportunity should have been given to all the parties interested to be heard on the question of granting the licence subject to the new conditions. Further, justices who had sat as the confirming authority and heard all the facts ought not to have been joined at the second meeting by others who had not heard the facts. The matter was not, however, definitely out of the hands of the confirming authority, and the case must go back to them to hear and determine judicially.

Greer, L.J., and Romer, J., gave judgment to like effect.

Counsel: *Whiteley*, K.C., and *Willway* for appellants; *F. J. Tucker* for the confirming authority; *Montgomery*, K.C., and *S. Lamb* for the licensee.

Solicitors: *Willis & Willis*, for *Stapleton & Son*, Stamford; *Peacock & Goddard*, for *J. P. Moule*, Huntingdon; *Clarke, Rawlins & Co.*, for *Wyman & Abbott*, Peterborough.

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Attorney-General and Quixley.

Rowlatt, J. 17th January.

Revenue—Estate Duty—Payable on School Teacher's Death Gratuity—Teachers (Superannuation) Act, 1925, 15 & 16 Geo. 5, c. 59, s. 5 (1)—Finance Act, 1894, 57 & 58 Vict., c. 30, s. 2 (1) (*a*) and (*d*).

Information by the Attorney-General. Up to the time of her death, on the 11th April, 1927, Margaret Louise Quixley, a secondary school teacher at the Blackheath High School, by virtue of her period of service and under the Superannuation Acts, 1918 and 1925, was entitled to the payment of a death gratuity by the Board of Education. Letters of administration were granted to her sister on the 5th July, 1927, and the death gratuity, amounting to £429 17s. 11d., became payable to and was paid to her as legal representative. The information charged that that sum was liable to estate duty as being property of which she was at the time of her death competent to dispose of under s. 2 (1) (*a*) of the Finance Act, 1894, or as being under s. 2 (1) (*d*) an interest purchased or provided by the teacher in concert or by arrangement with another person. It was contended that the £429 17s. 11d. was aggregable with other property passing on her death for the purposes of the duty. Without the above sum the rate of duty payable on her estate was 2 per cent., but if that sum were aggregated the rate became 3 per cent., since her estate then exceeded £1,000.

Rowlatt, J., referred to the material sections of the Act of 1894, *supra*, and said that he did not think s. 2 (1) (*d*) was really applicable to the present case which, however, came within s. 2 (1) (*a*): "Property of which the deceased was at the time of his death competent to dispose." He would not have been prepared on that sub-section alone to hold that it included property in the form of a posthumous right to have money paid to one's executors, but by the definition section, s. 22 (2) (*a*), the Act went further, and he thought that the present case must come within it. He was of opinion that estate duty was payable on the sum as property passing on the death of the teacher, and that it was aggregable with her other property for the purposes of the duty. Judgment for the Crown.

Counsel: *The Attorney-General* (*Sir Thomas Inskip*, K.C.), and *J. H. Stamp*, for the Crown; *Konstam*, K.C., and *Cyril King*, for the defendant.

Solicitors: *Solicitor for the Inland Revenue; Reynolds, Sons & Gorst.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Ereaut (Inspector of Taxes) *v.* The Girls' Public Day School Trust, Limited.

Rowlatt, J. 23rd January.

Revenue—Income Tax—Public School—Profit Made—Private Persons Interested—Income Tax Act, 1918 (8 & 9 Geo. 5, c. 40), Sched. A, No. VI, r. 1 (*c*).

Appeal by the Crown on a case stated by the Commissioners for the General Purposes of the Income Tax Acts for West Brixton. On the 14th July, 1927, the respondents, the Girls Public Day School Trust, Ltd., claimed before the Commissioners allowances under r. 1 (*c*) of No. VI of Sched. A of the Income Tax Act, 1918, in respect of the amount of tax for the years 1920-21 to 1926-27, inclusive, charged on the Wimbledon High School for Girls which was owned and occupied by the respondents. The trust provided, *inter alia*, for the issue of preference shares which might bear interest at the rate of 4 per cent. The question for the court was whether the school was a "public school" within the meaning of r. 1 (*c*) (*supra*). The Commissioners found, *inter alia*, that the council of the trust consisted of persons elected on account of their qualifications to administer education and their sole object was to maintain the schools of the trust at the highest level of efficiency. The Board of Education exercised its charitable trusts jurisdiction over all the property of the trust. So long as the trust was in receipt of Parliamentary grants from the Board of Education the trust could not refuse to accept a pupil except on such ground as the Board considered to be reasonable, and the trust was bound to receive a certain number of free pupils. The Commissioners held that the Wimbledon School was a public school and allowed the respondent's claim. The Crown appealed.

Rowlatt, J., said that the leading authority on what was a public school was *Blake* v. *Mayor, Etc., of the City of London* (35 Sol. J., 212; 19 Q.B.D. 79), where it was held that the expression "public school" was not limited to a place where gratuitous education was provided. Referring to the school in that case, Lord Justice Fry said that no private person had any interest in it and no profit had been or was in the

contemplation of its founders or managers, both of which characteristics denoted a public school. Those two characteristics, said Rowlatt, J., were absent in the present case; private persons had an interest in the school in that, if it paid its way, they got 4 per cent. on their shares. On the authority the appeal must be allowed.

COUNSEL: *The Solicitor-General* (*Sir F. Boyd Merriman*, K.C.), and *R. P. Hills*, for the Crown; *Latter*, K.C., and *Gurney G. Beagley*, for the respondents.

SOLICITORS: *The Solicitor of Inland Revenue; James Gray and Son.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Webb *v.* **Webb.** Bateson, J. 21st January.

DIVORCE—WIFE'S PETITION FOR VARIATION OF ANTE-NUPTIAL SETTLEMENT—TRUSTS OF WIFE'S FUND—RESPONDENT'S INTERESTS EXTINGUISHED—CONTINGENT INTERESTS OF VOLUNTEER NEXT OF KIN PRESERVED—JUDICATURE (CONSOLIDATION) ACT, 1925, 15 & 16 Geo. 5, c. 49, s. 192.

This was a motion by a wife petitioner to vary the registrar's report upon her petition for variation of an ante-nuptial settlement. The trusts of the wife's fund (the husband's settled fund was not material) were these. If the wife survived the husband she took absolutely. If the husband survived the wife in default of issue (and there was none) the trustees were to pay to the husband the income of the fund for a period of two years. Thereafter or on his death, if he died sooner, £2,000 was to be held in trust for the husband absolutely and the residue was to be held in trust for the persons who would have been entitled upon the death of the wife, if she had died intestate without having been married. The registrar's report submitted that all rights, powers and interests of the husband in the wife's fund should be extinguished. The wife moved that there should be added to that part of the registrar's report the words "and that the interests of all persons other than the wife in her fund be extinguished and the fund re-conveyed to her free from the trusts of the settlement." A sister of the wife who was a married woman with four children had filed an answer to this petition alleging that she and her children were the petitioner's next of kin, and opposing any order which might affect the interests of herself and her children. For the petitioner it was submitted that she was entitled to the whole of the fund: *Meredyth* v. *Meredyth and Leigh*, 1895, P. 92; *Walpole* v. *Walpole and Goddard*, 1901, P. 196; *Morrisey* v. *Morrisey*, 1905, P. 90. For the trustees that the wife's sister was a volunteer, having given no consideration for the interest claimed.

BATESON, J., in the course of his judgment, said that in spite of the wide powers given to the court by s. 192 of the Judicature (Consolidation) Act, 1925, he must follow the authorities. He thought that it was fairly clear that the court would not grant an application such as the present unless the interests of living persons would not be prejudiced by doing so, although he was not deciding whether or not the next of kin had an interest and, indeed, the question might never arise. *Walpole* v. *Walpole and Goddard*, *supra*, came nearest to the present case. In that case Sir Francis Jeune had left the matter in the same position that the report of the registrar did in the present case. The registrar's report would therefore be confirmed, the husband paying the costs of the variation proceedings except those of the motion which would be paid by the wife.

COUNSEL: *Willis*, K.C., and *Hon. Victor Russell*, for the wife petitioner; *Hodson*, for the sister of the wife; *H. D. Grazebrook*, for the trustees of the settlement; *Barnard*, for the respondent husband.

SOLICITORS: *G. R. Cran; Grover, Humphreys & Boyes; Hopwood & Sons; Herbert Reeves & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Goddard *v.* **Goddard.**

Lord Merrivale, P. 28th January.

DIVORCE—WIFE PETITIONER'S COSTS OF ABANDONED PRAYER FOR RELIEF—DECREE *nisi* ON HUSBAND'S ANSWER—NO SECURITY OBTAINED—COURT'S DISCRETION AS TO COSTS—SPECIAL ORDER—JUDICATURE (CONSOLIDATION) ACT, 1925, 15 & 16 Geo. 5, c. 49, s. 50—MATRIMONIAL CAUSES RULES, 1924, r. 91.

On this summons, adjourned into court, the wife petitioner asked for the costs of her petition for dissolution in the following circumstances: During the pendency of the suit the wife abandoned her prayer for dissolution because she had herself committed adultery. The husband obtained leave to appear and filed an answer praying for dissolution on the ground of the wife's adultery. At the hearing the husband was granted a decree *nisi*, the court exercising its discretion in his favour, and it was ordered that the wife should have her costs in the ordinary way. It subsequently transpired that the wife's solicitors had not obtained security. Counsel for the wife said that he relied on s. 50 of the Judicature (Consolidation) Act, 1925, which gave the judge an unfettered discretion as to costs. *Franklin* v. *Franklin and Minshall*, 1921, P. 407, was in point, and, by analogy, *In the Petition of A.B.*, 1928, P. 25. Counsel for the husband discussed the authorities reviewed in *Franklin* v. *Franklin and Minshall*, *supra*, and submitted that as the procedure for obtaining security laid down by Divorce Rule 91 had not been followed the wife was not entitled to an order for her costs.

Lord MERRIVALE, P., in the course of his judgment, said that when the wife's prayer was struck out her solicitors submitted to the order reserving their right to apply for an order for the wife's costs. At the hearing a decree was made on the plea in the husband's answer, and it was ordered that the wife should have her costs "in the ordinary way." An order was drawn up providing for the payment by the husband of the wife's costs up to the amount of the security lodged in court. Afterwards it was found that there had been no order for security, and that such an order had been refused by the registrar when he learned what the position of the case was. The view taken by the court at the trial had been that, subject to the ordinary limitations of an antecedent estimate of the wife's costs proper to be incurred, the husband should pay them. It was said on behalf of the wife's solicitors that such an order ought to be made irrespective of the merits of the wife's case. If solicitors wanted the protection extended in that jurisdiction to solicitors acting for a wife they must take advantage of the rules as to payment of security or payment into court, and he (his lordship) must disregard absolutely the submission as to the unfortunate position of a wife petitioner's solicitors made on the footing that they would not be able to secure payment from the wife. In the present case the husband was anxiously desiring the success of the petition until he received certain information from his wife in the course of the proceedings. Ought the wife to be penalised when the husband regarded the suit as advantageous to himself? The discretion of the court could be exercised in the mode intended at the hearing, and effect would be given to the order then made by directing that the husband should pay the wife's costs down to the date of the summons for leave to enter an appearance.

COUNSEL: *Bucknill* and *Hodson*, for the husband; *Talbot-Ponsonby*, for the wife.

SOLICITORS: *Kenneth Brown, Baker Baker; Rashleigh, Turner & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Howard League Conference.

Poor Prisoners' Defence.

Mr. Justice Macnaghten presided at the Howard League for Penal Reform conference, held in the Middle Temple Hall on the 22nd February. The object of the conference was to discuss three resolutions based on Mr. J. J. Withers' Poor Prisoners' Defence Bill, which is before Parliament. Mr. Justice Macnaghten said that of the remarkable reforms which had taken place in the administration of the criminal law in the last thirty years, that of giving legal aid to poor prisoners, was by no means the least important.

The resolutions before the conference were :—

(1) That, in the opinion of this conference, the court of trial or committing justices should be empowered at their discretion to assign legal aid to any poor prisoner committed for trial, either at assizes or quarter sessions, and to this end the limitations imposed by the Poor Prisoners' Defence Act, 1903, should be abolished.

(2) That, in the opinion of this conference, magistrates in courts of summary jurisdiction should be empowered at their discretion to assign legal aid to poor prisoners appearing before them, whether the proceedings are in the nature of a trial or of a preliminary hearing with a view to committal to a higher court, and that they should be required to do so in cases where a capital charge has been, or is likely to be, preferred.

(3) That, in the opinion of this conference, it is essential to the successful working of any system of Poor Prisoners' Defence that it should include a scale of fees and expenses sufficient to secure for poor persons the services of counsel and solicitors of standing and experience appropriate to the gravity or complexity of the case.

Mr. Withers referred to his Bill section by section, and indicated the bearing of the resolutions on particular sections, and pointed out how the Bill embodied certain recommendations of the Finlay Committee appointed in 1925 to consider the working of legal aid for poor persons under the Act of 1903. The first and second sections of the Bill, dealing respectively with the provision of legal aid in cases of committal for trial at assizes or quarter sessions, and with legal aid in courts of summary jurisdiction and before examining justices, had been accepted in principle by the Home Secretary. The other sections were under consideration, but with regard to s. 8, which dealt with appeals from courts of summary jurisdiction, a very important matter, the Home Office had said that it must be dealt with separately under a different Bill. There was every hope that the Bill would be able to go through in the present session.

Sir Walter Greaves Lord, K.C., and Judge Sturges spoke on the first resolution, which was then thrown open to discussion and passed *nem. con.* on a vote being taken by show of hands.

Mr. Conway Hodgkinson, a police court solicitor, speaking on the second resolution, suggested that anyone familiar with the working of provincial courts could not fail to realise the difficulties of an innocent man who was accused. He did not want to make any attack on the police, but they had certain definite views, and they did regard it as legitimate to do almost anything when they thought that a man was guilty, and the justices did think it was their duty to support the police.

Lord Atkin, also supporting the second resolution, said that anybody who was familiar with the administration of justice must always have been touched by the position of a person who really had a defence, but was unable to present it from a feeling of nervousness, and so failed to put forward what his real defence was. Therefore, he thought, anybody who sat as a magistrate would welcome any proposal to give legal aid to poor persons. He did not think that the justices were unsympathetic to the poor prisoner who had a defence, and he did not think, as another speaker had suggested, that the clerk to the justices was ever in collusion with the police to secure convictions that ought not to be made. The proposals in the present Bill were to the good; the conference must not go away with the idea, however, that there were grave abuses, and that innocent persons were convicted. For the dock brief at one guinea the person could avail himself of the services of any counsel in court. There was no doubt in his mind, therefore, that the suggestion that innocent persons were constantly convicted by an absence of legal defence was a proposal that could be exaggerated. But at the same time, he was far from saying that something ought not to be done. One of the essential elements had always been that public assistance was not given to a poor person unless he established that he had a *primâ facie* case, and he, his lordship, was of opinion that something of the kind had obviously got to be considered. There was no reason why public aid should be given for what in fact turned out to be an unreal and untrue defence. We had got to proceed with some degree of caution, and above all, to dismiss from our minds at the present moment that the administration of justice was conducted in any way but with complete sympathy with the poor persons, and with the intent to do justice to them, and we must realise that without the suggested reforms there were very few cases in which a poor person suffered at all.

Mr. D. N. Pritt, K.C., and Mr. J. W. Hall supported the third resolution, which, as well as the second, was carried *nem. con.*

In Parliament.

House of Lords.

Parliament Square and Other Streets Bill. Read a Third Time. 7th March.

Factory and Workshops (Cotton Cloth Factories) Bill [H.L.]. Read a Third Time. 7th March.

Age of Marriage Bill [H.L.]. Referred to a Select Committee. 12th March.

Agricultural Credits (Scotland) Bill [H.L.]. Read a Third Time.

Gas Undertakings Bill. Amended in Committee. 12th March.

House of Commons.

Industrial Assurance and Friendly Societies Bill. Read a Second Time. 8th March.

Local Government (Scotland) Bill. Read a Third Time and passed. 11th March.

Factory and Workshops (Cotton Cloth Factories) Bill [H.L.]. Read a First Time. 11th March.

Questions to Ministers.

PETROL PRICES.

Lieut.-Commander Kenworthy asked the Chancellor of the Exchequer whether he is aware of the advance in the price of petrol owing to price-fixing agreements between the oil combines; and whether he will take the possibility of further increases in prices of petrol into consideration in framing the Budget for next year?

Mr. Churchill: Yes, sir. Naturally I shall take all these matters into consideration. 5th March.

CINEMATOGRAPH FILMS ACT.

Sir William Wayland asked the President of the Board of Trade whether he is prepared to investigate the methods employed in this country by American manufacturers of talking-picture apparatus; and whether, if he finds the development of the British talking-picture industry is being seriously retarded by the action of the American manufacturers, he will be prepared to consider further legislation to prevent the objects of the Cinematograph Films Act from being defeated?

Sir P. Cunliffe-Lister: As at present advised I do not think there is any occasion for Government intervention. 5th March.

HEAVY MOTOR VEHICLES (VIBRATION).

Sir R. THOMAS asked the Minister of Transport whether he is aware that heavy lorries are everywhere causing serious damage by vibration to property adjacent to the roads which they traverse; that the combined tare and load weight of such a vehicle with three trailers is frequently 30 tons; that they constantly travel at higher speeds than the maximum allowed by law to vehicles of their class; and, seeing that the police take no steps to prevent this, will he take action in the matter?

Colonel ASHLEY: I have received complaints that heavy motor vehicles cause serious damage to adjacent property by vibration. Maximum speeds in respect of various classes of vehicles are fixed by the relevant Acts and Orders, but the enforcement of such limits is a matter for the police.

5th March.

PARKING PLACES (LIGHTING REGULATIONS.)

Sir FRANK MEYER asked the Minister of Transport whether he is aware that Regulation 6 of the Road Vehicles Lighting Regulations of 19th April, 1928, is framed in such a way as to deprive the chief officer of police of an area of any real powers to dispense with the lighting of vehicles standing at parking places; and whether he is prepared to issue revised regulations?

THE MINISTER OF TRANSPORT (Colonel Ashley): I cannot agree with the conclusion drawn by the hon. Member in the first part of the question. The only limitations upon the powers of the chief officer of police are:—

"(1) That the parking place must not be on a part of the highway which is ordinarily used for the passing and repassing of vehicles, and

"(2) That the parking place must be adequately lit."

These two conditions are, in my opinion, essential in the interests of public safety.

6th March.

JUSTICE OF THE PEACE (ADVISORY COMMITTEES).

Mr. WELLOCK asked the Attorney-General upon whose recommendations the appointments to the reconstituted advisory committees will be made?

Captain MARGESSON (Lord of the Treasury): I have been asked to reply. The Lord Chancellor consults the Lord Lieutenant, and persons representing different points of view, about the members he appoints to his advisory committees. He does not bind himself to consult any particular organisation or individual. The committees are appointed to advise the Lord Chancellor, and my noble Friend is, of course, free to select his advisers in the manner he thinks most suitable.

6th March.

TAXIMETER FARES.

Mr. DAY asked the Home Secretary whether he has received any requests from organisations in the Metropolitan area representing taximeter cab owners or drivers asking him whether, in view of the recent increase in the price of petrol, he will appoint a departmental committee to consider an increase in taximeter fares in the Metropolitan Police district and what reply he has returned?

Sir W. JOYNSON-HICKS: The answer is in the negative.

7th March.

GENERAL ELECTION.

PRESIDING OFFICERS AND POLL CLERKS.

Mr. CECIL WILSON asked the Home Secretary whether, in view of the largely increased electorate and the consequent necessity for more presiding officers and poll clerks, many of whom have never had previous experience, any special steps are to be taken in instructing them in their duties?

Sir W. JOYNSON-HICKS: This is a matter for the returning officers, who, I am sure, can be relied on to take the necessary steps to ensure that the officials are conversant with their duties.

7th March.

EMPLOYMENT AGENCIES (FEES).

Mr. DAY asked the Home Secretary whether his attention has been drawn to registration fees that are charged by private employment agencies to applicants making applications to them; and will he consider the introduction of legislation to have as its object the abolition of these fees and the placing of private employment agencies that are not licensed under police control?

Sir W. JOYNSON-HICKS: If the hon. Member refers to the preliminary fees which may be charged by an employment agency for placing an applicant's name on its books, I am advised that bye-laws limiting the amount which may be charged in this way can be made under the existing powers given by the Public Health Act, 1907, and such bye-laws have been made by, for instance, the London County Council.

7th March.

COMPANIES' SHARE CAPITAL DUTY.

Mr. DAY asked the Financial Secretary to the Treasury, the amount received by the Treasury for Share Capital Duty on new company flotations for the twelve months ended to the last convenient date; the gross amount on which this duty was paid; and the number of companies concerned?

MR. SAMUEL: The net receipt of Companies' Share Capital Duty in the year ended 31st March, 1928, was £3,250,603, corresponding to an aggregate capital value of approximately £325,000,000. The number of companies concerned was 10,884.

8th March.

Societies.

The Law Society.

TEACHING STAFF RECEPTION.

The annual reception to past and present students by the teaching staff of The Law Society's School of Law was held at the Society's Hall on Wednesday. Among the guests were Lord Atkin, Mr. R. M. Welsford (President, Law Society), Mr. T. H. Bischoff (Chairman of the Legal Education Committee), Mr. E. R. Cook (Secretary, Law Society) and Mrs. Cook, Mr. A. C. Morgan, Mr. E. E. Bird, Dr. A. H. Coley, Dr. C. Mackintosh, Mr. G. D. Colclough, Sir Donald Maclean, Mr. S. Saw, Mr. and Mrs. W. H. Foster, Mr. A. M. Langdon, K.C., Mr. C. R. Dunlop, K.C., Professor and Mrs. Edward Jenks, the Master Chandler, Mr. H. F. Jolowicz, Mr. David Davies, Sir Maurice Gwyer, Mr. L. S. Holmes, Mr. S. H. Leonard, Dr. and Mrs. Burgin, Professor R. W. Lee and Mr. H. W. Potter.

Owing to the enforced absence of the Principal (Mr. G. R. Y. Radcliffe) through illness, Mr. H. O. Danckwerts, the senior member of the teaching staff, received the guests.

Lord ATKIN said it was a great pleasure to him to have the opportunity of addressing a company which, he knew, included a good many law students. On occasions like that one recalled the days when one was a student oneself, and was reading up in order to pass one's examination. But he did not propose to say anything about the ordinary topic of examinations, upon which they were receiving their legal education. He would rather like to remind them that although the education in law they were receiving was given with the object of enabling them to pass their examinations, it was but the elementary stage of education which he trusted they were preparing for themselves in future days. One of the mistakes that was made in modern times was to imagine that education was something that was completed when one's final examination was passed. Education of that kind really meant nothing except as a means of preparing themselves for the education which, if they were wise, they would be carrying on for themselves during the whole of their lives, and he supposed there was no subject in the world which lent itself so much to education which was only to be gained day by day and year by year as life went on as the study of the law, which was continually advancing and adapting itself to modern requirements. Therefore, education should go on in the case of each of them after they had passed their final examinations, and it meant, of course, acquiring that kind of knowledge. One charm he had found in his education was that the lawyer had to take a general interest in the events that happened in the social and business life around him, and there was no kind of knowledge that was of no use or that would not come in useful at some time or another. Some of those he was addressing were intending to carry on their practices in the great City of London, or, maybe, in the provinces. When they began, let them not forget to make as careful a study as was possible of the business and social position around them, especially of the business difficulties, the kind of contract a man made, and from whom and by what methods he got his raw material and what he did with it, and so forth. Another matter which was of great importance to the lawyer, as well as to the client, was to have some acquaintance with the different documents which expressed the business man's contracts and relations generally with his business. His (Lord Atkin's) experience in the business world was that business documents were about the most carelessly drafted documents—outside an Act of Parliament—that could be conceived. They were constantly credited, as lawyers, with using an unintelligible jargon and so confusing counsel by putting a meaning on his words which to laymen were as clear

as crystal. But he could imagine that 50 per cent. of the cases that came into court were due to the careless and unintelligent drafting of documents by laymen. The lawyer could not do anything better for his client, and ultimately for himself, than by inducing the business men to allow their documents to be drafted by a competent lawyer. That brought to his mind a matter in connexion with the law which was very often forgotten by the layman.

In medicine there was established fairly clearly a distinction between what was called preventive medicine and what was called curative medicine. There were practitioners who made it their business to prevent illness from coming into existence, and others whose part it was to try and cure illness when it came into existence. The same thing occurred, though it was difficult to get the layman to believe it, with the legal practitioner. It was plain that the principal duty of a man's legal adviser was to prevent his client from going to law, and that was the part in which most lawyers were engaged to an extent to which the layman did not believe, and did not want to believe. He was not saying that there were not some who did not prevent disputes, but they were very rare. And it might be taken as an undoubted fact that if a lawyer could gain a reputation of being a man who was more inclined to settle disputes than to prevent them, he would find that he would reap the reward of that reputation. He should like to say to those who were intending to start in their business under a principal, that, in his experience of life, the only work that really made for success and made for reputation was the work done out of hours. He did not want to be misunderstood. It was plain that they had to do the work of their employers, but, after all, for them only to do the work that they were employed to do up to the standard to be expected of them was not sufficient. They would be simply honest. If they did less than that they would be dishonest. But the work that really counted was the work that was done outside this, and that was the work that would eventually bring them their reward. He was sure that was true in his branch of the profession, and it was true in their branch of the profession. And that applied not only to the profession of the law. The smallest case that came before the lawyer was worth his entire devotion. They had also got to remember that they, as members of the legal profession, whether solicitors or barristers, or whether they acted in a judicial capacity, were all ministers of justice, and it was a very noble and excellent occupation. He supposed that most persons who were engaged in the administration of justice, whether in this country or in any other, were generally, he hoped always, actuated by the strong desire of doing justice. And it was also, he thought, to be remembered that there was only one form of justice, and that was cheap justice. And there was quick justice. If it were decorated with trappings—political or social or professional—one might be quite certain that it was an intruder, that it was an enemy to be cast out. He suggested that it should be their ideal of life throughout their career as lawyers to recognise the deep responsibility that was cast upon all members of the profession, from the humblest, to see that, as far as each was concerned, he should do nothing to allow his high ideal in this respect to be changed. It had been a great pleasure to him to see them, and he wished them all a great success in their careers.

Law Students' Debating Society.

A meeting of the Society was held at The Law Society's Hall on the 12th inst. (Chairman, Mr. R. D. C. Graham), when the subject for debate was: "That this house is of the opinion that democracy has failed." Mr. R. D. C. Graham opened in the affirmative and Mr. K. Glazebrook in the negative. The following members took part in the debate, viz.:—Messrs. C. F. Spurrell, H. Shanly, W. S. Jones, Miss C. M. Young, Messrs. G. A. Thesiger, H. W. Daniels, G. Roberts, H. J. Baxter, P. North Lewis, and H. F. Morgan. The opener having replied, the motion on being submitted to the meeting was carried by one vote. There were twenty members and one visitor present.

Sussex Law Society.

At the annual meeting of the Sussex Law Society, held at Worthing, the proceedings commenced with a luncheon at Waine's Hotel, at which about forty members were present. Mr. Henry Cane (Brighton) presided, and, after the loyal toast had been honoured, Mr. A. C. Hillman expressed the thanks of the members to Mr. Cane for his conduct of the affairs of the society during his term of office as president.

At the annual meeting which followed, Mr. Henry Cane, in presenting the annual report and balance-sheet, referred, among other matters, to the losses which the society had sustained by the deaths during the year of His Honour Judge Scully, Mr. W. H. Burt (Eastbourne), Mr. Frank Humphry (Crowborough), and Mr. George Cheesman (Hove), the latter at the time of his death being the oldest member of the society. He also referred to the provincial meeting of The Law Society at Eastbourne in October last, to the work which the society was doing in providing legal aid for the poor, and to the assistance given to persons in the conduct of cases under the Poor Persons' Rules.

The report referred to a case in which the Lord Chief Justice awarded a plaintiff (whose claim had been certified by the society as a poor person's case) £300 for assault and false imprisonment against the Wandsworth Board of Guardians.

Mr. H. B. Piper (Worthing) was elected as president of the society for the ensuing year, and the hon. treasurer (Mr. R. A. Dendy), the hon. secretary (Mr. F. Bentham Stevens), and the hon. librarian (Mr. L. F. M. Williams) were all re-elected.

Reference was made to the illness of Mr. A. C. Borlase, for many years hon. secretary of the society. A special resolution was passed prolonging Mr. Borlase's membership of the committee.

Mr. T. Macdonald Eggar was elected a member of the committee in succession to Mr. H. G. Baily (Hastings).

Legal Notes and News.

Honours and Appointments.

NEW YEAR'S LEGAL HONOURS.

BARONETS.

Sir FRANCIS JOHN CHILDS GANZONI, M.P. Sir Francis Ganzoni was called by the Inner Temple in 1906.

Mr. FREDERICK CHARLES THOMSON, K.C., M.P. Mr. Thomson was called by the Inner Temple in 1904. He was called to the Scottish Bar in 1901, and took silk in 1923.

KNIGHTS.

His Honour Judge WILLIAM MOORE CANN, County Court Judge. His Honour Judge Cann was called by the Inner Temple in 1883.

GERALD BERKELEY HURST, Esq., K.C., M.P. Mr. Hurst was called by Lincoln's Inn in 1902 and took silk in 1920.

HARRY GORING PRITCHARD, Esq., Solicitor, for many years Secretary of that influential and important organisation the Association of Municipal Corporations, senior member of the old-established firm of Sharpe, Pritchard and Co., solicitors and Parliamentary agents, Westminster. Mr. Pritchard was admitted in 1891.

GERVAIS SQUIRE CHITTICK RENTOUL, Esq., M.P. Mr. Rentoul was called by Gray's Inn in 1907.

Mr. Justice COURTNEY TERRELL, Chief Justice, High Court of Judicature, Patna. Mr. Terrell was called by Gray's Inn in 1902.

LEE AH YAIN, Esq., Minister for Forests, Burma. Mr. Yain was called by Lincoln's Inn in 1897.

Mr Justice VEPA RAMESAM PANTULU, Puisne Judge of the High Court of Judicature, Madras.

ORDER OF THE BATH.

C.B.

MAURICE GERALD HOLMES, Esq., Principal Assistant Secretary, Board of Education. Mr Holmes was called by the Inner Temple in 1909.

GEORGE WILLIAMSON WALLACE, Esq., Chief Commissioner of Charities for England and Wales. Mr. Wallace was called by the Inner Temple in 1889.

ORDER OF ST. MICHAEL AND ST. GEORGE.

The Hon. Mr. Justice FRANK GAVAN DUFFY, LL.B., High Court of Australia.

C.M.G.

HUGH FRASER AYSON, Esq., Resident Commissioner and Chief Judge of the High Court and of the Native Land Court, Cook Island, Dominion of New Zealand.

Knight Bachelor.

The Hon. DANIEL LEVY, LL.B., Speaker of the Legislative Assembly, State of New South Wales.

ORDER OF THE BRITISH EMPIRE.

K.B.E.

JOHN THOMAS PRATT, Esq., one of His Majesty's Consuls-General in China. Mr. Pratt was called by the Middle Temple in 1905.

DENNIS HENRY HERBERT, Esq., J.P., M.P. (Watford), Deputy Chairman of Committee of Ways and Means, House of Commons.

C.B.E.

WILLIAM TAYLOR POSTLETHWAITE, Esq., O.B.E., LL.B., Clerk to the Swinton and Pendlebury Urban District Council and Chairman of the Executive Council of the Urban District Councils of England and Wales. Mr. Postlethwaite was called by the Middle Temple in 1898.

O.B.E.

EDWIN RIDLEY, Esq., LL.B., Clerk to the Edmonton Board of Guardians. Mr. Ridley was called by the Middle Temple in 1927.

JOHN ROBERT ROBERTS, Esq., Clerk to the City Justices, Newcastle-on-Tyne. Mr. Roberts was admitted in 1879.

COLIN SMITH, Esq., Deputy Clerk, Privy Council Office. Mr. Smith was called by the Inner Temple in 1903.

M.B.E.

PAUL ARCHER, Esq., Principal Clerk, Manchester Branch, Public Trustee Office. Mr. Archer was admitted in 1908.

THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

The King has been pleased to direct that Sir GEORGE RIVERS LOWNDES, K.C.S.I., K.C., and Sir BINOD CHANDRA MITTER, Barrister-at-Law, be sworn of the Privy Council and be appointed members of the Judicial Committee under the Appellate Jurisdiction Act, 1929.

Sir George Lowndes was educated at Winchester and New College, Oxford, was called to the Bar in 1892, took silk in 1917, became a Bencher of his Inn in 1922, and was formerly a Legal Member of the Viceroy of India's Executive Council.

Sir Binod Chandra Mitter was educated at Presidency College, Calcutta, and London, called to the Bar at Lincoln's Inn in 1897, and in 1928 appointed a member of the Executive Council of the Governor of Bengal and Minister of Local Self Government and Industries in that Province. Until recently he officiated as Advocate-General of Bengal.

Lord Chancellor's Office.

Mr. JOHN DALLAS WATERS, D.S.O., B.A. (Oxon), Barrister-at-Law, has been appointed Deputy Sergeant-at-Arms in the House of Lords and Private Secretary to the Lord Chancellor. Mr. Waters was called to the Bar in 1913.

Mr. H. TAYLOR, Assistant Solicitor to the Stoke-on-Trent Corporation, has been appointed Deputy Town Clerk of the City and County Borough of Stoke-on-Trent in succession to Mr. G. C. V. Cant, solicitor, whose appointment as Town Clerk of Dudley was announced in our issue of the 23rd ult. Mr. Taylor was admitted in 1927.

Mr. H. BEDALE, solicitor, Committee and Registration Clerk in the Town Clerk's department, has been appointed an Assistant Solicitor to the Stoke-on-Trent Corporation.

The Lords Commissioners of His Majesty's Treasury have appointed Mr. CHARLES E. FITZROY to be Solicitor for Customs and Excise in succession to Sir Benjamin Hawkins, who has retired.

Mr. F. W. JONES, Deputy Clerk to the Barking Town Urban District Council, has been appointed Clerk to the Northfleet Urban District Council.

The Honorary Freedom of the Borough of Hartlepool has been conferred on Mr. HERBERT W. BELL, solicitor, Recorder of the borough, who had previously held office as Town Clerk and also as Mayor. Mr. Bell was admitted in 1883.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. JUSTICE EVE.	Mr. JUSTICE ROMER.
Monday, Mar. 18	Mr. Bloxam	Mr. Blaker	Mr. Hicks Beach	Mr. *Bloxam
Tuesday .. 19	Jolly	More	Bloxam	More
Wednesday 20	Hicks Beach	Ritchie	More	*Hicks Beach
Thursday.. 21	Blaker	Bloxam	Hicks Beach	Bloxam
Friday 22	More	Jolly	Bloxam	*More
Saturday .. 23	Ritchie	Hicks Beach	More	Hicks Beach
	Mr. JUSTICE MAUGHAM.	Mr. JUSTICE ASTBURY.	Mr. JUSTICE TOMLIN.	Mr. JUSTICE CLAUSON.
Monday Mar. 18	Mr. More	Mr. Ritchie	Mr. Blaker	Mr. Jolly
Tuesday .. 19	*Hicks Beach	Blaker	*Jolly	*Ritchie
Wednesday 20	*Bloxam	Jolly	Ritchie	*Blaker
Thursday.. 21	*More	Ritchie	*Blaker	*Jolly
Friday 22	Hicks Beach	Blaker	Jolly	*Ritchie
Saturday .. 23	Bloxam	Jolly	Ritchie	Blaker

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5½%. Next London Stock Exchange Settlement Thursday, 21st March, 1929.

	MIDDLE PRICE 13th Mar.	INTEREST YIELD. £ s. d.	YIELD WITH REDEMPTION. £ s. d.
English Government Securities.			
Consols 4% 1957 or after	85	4 14 0	—
Consols 2½%	54⅞	4 11 6	—
War Loan 5% 1929-47	101⅝	4 18 6	—
War Loan 4½% 1925-45	97	4 12 6	4 13 6
War Loan 4% (Tax free) 1929-42	101½	3 19 0	3 18 6
Funding 4% Loan 1960-1990	88¼	4 10 8	4 12 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91¼	4 7 9	4 7 6
Conversion 4½% Loan 1940-44	97½	4 12 4	4 14 6
Conversion 3½% Loan 1961	76½	4 11 9	—
Local Loans 3% Stock 1921 or after	63½	4 14 6	—
Bank Stock	258	4 14 0	—
India 4½% 1950-55	90½	4 19 6	5 3 0
India 3½%	67xd	5 4 0	—
India 3%	57	5 5 0	—
Sudan 4½% 1939-73	94	4 15 9	4 16 6
Sudan 4% 1974	86	4 13 0	4 14 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	81	3 14 0	4 12 0
Colonial Securities.			
Canada 3% 1938	86	3 9 6	4 17 6
Cape of Good Hope 4% 1916-36	94	4 5 0	4 19 6
Cape of Good Hope 3½% 1929-49	80	4 7 6	5 0 0
Commonwealth of Australia 5% 1945-75	99	5 2 0	5 2 0
Gold Coast 4½% 1956	96	4 13 9	4 16 6
Jamaica 4½% 1941-71	96	4 13 9	4 15 0
Natal 4% 1937	91	4 7 11	5 7 0
New South Wales 4½% 1935-45	96	5 0 0	5 8 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	95	4 15 0	4 17 6
New Zealand 5% 1946	102	4 18 0	4 16 0
Queensland 5% 1940-60	96	5 4 0	5 5 0
South Africa 5% 1945-75	101	4 18 0	4 16 0
South Australia 5% 1945-75	98	5 2 0	5 2 0
Tasmania 5% 1945-75	98	5 2 0	5 2 0
Victoria 5% 1945-75	98	5 2 0	5 2 0
West Australia 5% 1945-75	98	5 2 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946–56	102	4 18 0	4 17 0
Cardiff 5% 1945–65	101	4 19 0	4 19 0
Croydon 3% 1940–60	69	4 6 9	4 19 0
Hull 3½% 1925–55	78	4 9 9	4 19 0
Liverpool 3½% Redeemable at option of Corporation	74	4 14 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4 15 3	—
Manchester 3% on or after 1941	63	4 15 0	—
Metropolitan Water Board 3% 'A' 1963–2003	64	4 13 9	—
Metropolitan Water Board 3% 'B' 1934–2003	65	4 12 3	—
Middlesex C. C. 3½% 1927–47	83	4 4 6	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	63	4 13 6	—
Stockton 5% 1946–66	102	4 18 0	4 18 0
Wolverhampton 5% 1945–56	103	4 17 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 18 9	—
Gt. Western Rly. 5% Rent Charge	98	5 2 0	—
Gt. Western Rly. 5% Preference	92½xd	5 4 0	—
L. & N. E. Rly. 4% Debenture	75	5 6 3	—
L. & N. E. Rly. 4% 1st Guaranteed	72	5 11 0	—
L. & N. E. Rly 4% 1st Preference	63½	6 6 0	—
L. Mid. & Scot. Rly. 4% Debenture	78½	5 2 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	75xd	5 6 3	—
L. Mid. & Scot Rly. 4% Preference	68¼xd	5 17 0	—
Southern Railway 4% Debenture	78¾	5 1 6	—
Southern Railway 5% Guaranteed	97xd	5 3 0	—
Southern Railway 5% Preference	89xd	5 12 0	—

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ADMITTED Managing Clerk, general practice large city seven years, two years sole charge, desires engagement owing to amalgamation. Specialities: litigation, advocacy. Athletic, bachelor, and insatiable worker.—"M.P.," Box 459, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29 Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S," Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION. OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-OFFICER requires post as daily Nurse-Secretary, London Hospital experience, typist, with good refs. and testimonials. 6181.

EX-SERVICE, 45, married, tall, 8 years' solicitors office as Post and Reception Clerk and Caretaker combined, urgently requires similar post, or any position of trust; abstainer, go anywhere, highest refs. Dis. 174.

EX-CAVALRY Officer, married, aged 32, Public School education, good knowledge French, 7 years' experience Marine Insurance, Surveying in Turkey, seeks responsible position home or abroad; good at sports. Excellent refs. 10165.

EXPORT Trade.—Assistant Manager, age 32, 6 years' experience administration, sales promotion, shipping, customs, fluent French, fair Spanish, requires position home or abroad. 2045.

STORES Organiser or buyer, over ten years' practical experience home and abroad. Alternatively Chief of Correspondence Dept.; several years' experience Private Secretary; Speciality Stores Accounting. 10334.

YOUNG Man, 30, tall, excellent address, seeks progressive position with Publisher or Bookseller, either indoors, or in a representative capacity, London University and 3 years' practical experience with leading booksellers. 1479.

PRACTICES AND PARTNERSHIPS.

FOR SALE.—Very old-established general country practice in Cornwall. First-rate opening for energetic man.—For particulars apply to May, May and Deacon, 49, Lincoln's Inn-fields, W.C.

WANTED to Purchase, established Practice in London or good suburb, or an early succession would be considered.—Box 67, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR practising own account, desires to amalgamate with another solicitor having old-established London practice.—Box 47, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established London practice. City or West Central district preferred. Conveyancing, company and general; or early succession.—Box 48, Solicitors' Journal, 29, Breams-buildings, E.C.4.

MR. NOAH A. RIGBY, Solicitor, St. Helens, Lancashire, is desirous of purchasing the succession to or a partnership in a substantial country practice, and will be pleased to hear from any solicitor or firms of solicitors of good standing who are open to negotiation; capital available; excellent credentials; highest references given and required.

H. H. & J. ROBINSON,
F.A.I.,
Surveyors, Valuers, Auctioneers and Estate Agents,
42, CASTLE STREET, LIVERPOOL,
And at WATERLOO.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR wishes to purchase small practice in City for cash.—"B," Box 414, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OFFICES.

TO SOLICITORS, ACCOUNTANTS AND OTHERS.

SECOND FLOOR OFFICES, BAKER STREET.

Messrs. WALTER HALL & SONS, Chartered Surveyors, have a fine suite of Three Light Rooms available over their own West-End Offices at 1, YORK STREET, BAKER STREET. Welbeck 2206.

SOLICITOR, with suburban practice, who has by way of London address small furnished front office on 2nd floor (lift) in central position, City, can offer use of same to Solicitor requiring similar accommodation on reasonable terms.—Apply Box 77, Solicitors' Journal, 29 Breams-buildings, E.C.4.

COMMANDING Corner Offices to Let in Leatherhead. Suit professional man.—Apply "A.," 36 The Crescent, Leatherhead.

SOLICITOR has a large Furnished Office, well lighted, modern building overlooking Law Courts. Services of outer staff for attending to callers, etc; electric light and gas stove fitted. Suitable for solicitor or other professional man or as office.—"A.," Box 74, Solicitors Journal, 29 Breams-buildings, E.C.4.

OFFICES to Let, prominent position, opposite station main Hoe-street, Walthamstow; rent £75 per annum; over old-established auctioneers and estate agents; very suitable for solicitor.—Beken, 213, Hoe-street, Walthamstow.

TRANSLATIONS.

TRANSLATIONS from German promptly, accurately and cheaply executed. Legal documents a speciality.—Box 2, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FLATS TO LET.

PROFESSIONAL man about to take service flat in London (S.W.) would like to meet another requiring a *pied à terre*. Very moderate terms to suitable man.—Box 30, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

MISCELLANEOUS.

SPLENDID opportunity for young Solicitor.—Corner house (long lease) for sale in important road of large East London suburb. Trams stop outside; pillar-box opposite; brick built garage; telephone. £170 down and Building Society mortgage £655.—Box No. 102, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ST. HILDA, 5, Nimrod-road, Streatham, S.W.16.—Attractive furnished quarters; select road; easy access City and West End. Good food; full or partial board; electric light; constant hot water supply; individual comfort studied. Moderate, inclusive terms.

PROFESSIONAL Gentleman requires Service Flat or Bedroom and Sitting-room (furnished) with attendance in or near Lincoln's Inn, Temple or Westminster. Particulars to "Lex." Box 18, c/o Solicitors' Journal, 29 Breams-buildings, E.C.4.

TYPEWRITING and Duplicating.—Prompt, efficient work; engrossing, fair copying, etc., low charges. The Central Typing Office (D), 26 Park Mansions, Hendon, N.W.4.

Telephone: HOLBORN 584 (3 lines).

WEATHERALL & GREEN
Surveyors, Valuers, Auctioneers, and Estate Agents,
22, CHANCERY LANE, W.C.2.
SALES BY AUCTION.
VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.
RATING SURVEYORS. COMPENSATION VALUERS.
VALUERS OF LICENSED PROPERTY.

ESTABLISHED 1852.

DRIVERS & NORRIS,
F.A.I.,
AUCTIONEERS, VALUERS, SURVEYORS, HOUSE, ESTATE AND FACTORY AGENTS
407, HOLLOWAY RD., N.7.
Telegrams: "DRIVERS, HOLLOWAY." 'Phone: NORTH 1503 & 1504.

SALTER, REX & CO.
Chartered Surveyors, Auctioneers & Valuers
311, KENTISH TOWN ROAD, N.W.5,
and 121, CHEAPSIDE, E.C.2.
Telephones—HAMPSTEAD 4042 and CITY 8394.

KNIGHT FRANK & RUTLEY'S
SALE ROOMS
FOR
JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,
And all classes of Valuable Property.
SALES IN COUNTRY HOUSES. FIRE VALUATIONS.
Special Estate Rooms for Auctions of Real Property and Investments.
20, HANOVER SQUARE, LONDON, W.1.

H. J. BLISS & SONS
MONTHLY SALES at THE AUCTION MART.
Special attention also given to
Valuations; Specifications; Dilapidations; Management of House Property; Compensation Claims; Sales by Private Treaty.
106, Cheapside, E.C.2 & 164, Bethnal Green Rd., E.2.

J. J. HILL & WEAVER,
Auctioneers and Valuers of Licensed Property,
28, THEOBALD'S ROAD, LONDON, W.C.1.
T. J. WEAVER, F.A.I. L. T. WEAVER, F.A.I.
J. J. HILL, F.A.I. F. WEAVER, F.A.I.
Telephone: MUSEUM 6086 and 6087. Founded 1867.
Sales and Valuations for all purposes. Compensation Claims, Probate, Rating, &c.

LODINGTONS

15, STRAND, W.C.2.

RENT COLLECTIONS A SPECIALITY.

EXCEPTIONALLY LOW CHARGES. PROMPT SETTLEMENTS.
BANKERS: MIDLAND BANK. WRITE FOR TERMS.

By Direction of Admiral of the Fleet, The Right Honourable Earl Jellicoe, G.C.B., G.C.V.O., O.M.

80, PORTLAND PLACE, W.

The Howard de Walden Lease of a fine modern Residence decorated and appointed in Period Styles, having an elevation of Portland Stone. Equipped with all modern conveniences and containing

Suite of 5 Entertaining Rooms, 15 Principal and Secondary Bed and Dressing Rooms, 3 Bathrooms, tiled Domestic Offices.

Spacious Garage Premises with 4 rooms over.

LEASE OVER 57 YEARS. GROUND RENT £150 PER ANNUM.

VACANT POSSESSION WILL BE GIVEN ON COMPLETION OF THE PURCHASE.

To be offered for Sale by Auction by Messrs.

KNIGHT, FRANK & RUTLEY,

in the Hanover-square Estate Room, on Thursday, 13th June, 1929, at 2.30 p.m. (unless previously disposed of privately).

Solicitors: Messrs. Hill & White, 4, King-street, Stirling, N.B.

Auctioneers: Messrs. Knight, Frank & Rutley, 20, Hanover-square, W.1.

By order of Trustees.

CITY, BROMLEY-BY-BOW, CLERKENWELL and LEYTONSTONE.

SALE OF FREEHOLD GROUND RENTS

amounting to £435 per annum secured by separate leases having terms of from 950 to 36½ years unexpired, on 5 BUSINESS PREMISES and 11 SHOPS WITH DWELLINGS, known as No. 32, WHITEFRIARS-STREET, CITY; No. 108, HIGH-STREET and adjoining premises in PRIORY-STREET, BROMLEY-BY-BOW; No. 67B, TURNMILL-STREET and No. 2, PRINTER'S-BUILDINGS, CLERKENWELL; and Nos. 240 to 260 (even), HIGH-ROAD, LEYTONSTONE; which

THURGOOD, MARTIN & EVE

are instructed to sell by Auction at the LONDON AUCTION MART, 155, QUEEN VICTORIA-STREET, E.C.4, on WEDNESDAY, the 10th APRIL, 1929, at 2.30 o'clock precisely in 16 Lots.

Solicitors: Messrs. Hopwood & Sons, 13, South-square, Gray's Inn, W.C.1.

Particulars and Conditions of Sale may be had of the Auctioneers: THURGOOD, MARTIN & EVE, 27, Chancery-lane, W.C.2.

INVESTMENTS.

MAYFAIR.

LEASEHOLD GROUND RENT

of £970 per annum amply secured upon a block of first-class Flats for sale. Head Lease 850 years at £30 per annum. Moderate price.

FREEHOLD GROUND RENTS

amounting to £51 4s. per annum for sale. Well secured on good class residential properties in DOLLIS HILL; the only unsold parcel to close the Estate.

Price 18½ years' purchase.

Full particulars of WHITE, DRUCE & BROWN, 6, Hanover-square, W.1.

FIELD & SONS,

(Established over 100 years).

CHARTERED SURVEYORS,
AUCTIONEERS, VALUERS,
LAND & ESTATE AGENTS.

AUCTION SALES at the MART MONTHLY.

OFFICES:

54, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.
PALACE CHAMBERS, WESTMINSTER, S.W.1.

H. E. FOSTER & CRANFIELD

'Phone: City 1296 (3 lines). **6, POULTRY, E.C.2.** Telegrams: "Invariably, Stock, London."

PERIODICAL SALE No. 1154.

REVERSIONS, POLICY OF ASSURANCE, &c., at the London Auction Mart, 155, Queen Victoria-street, E.C.4, on Thursday next, 21st March, at 2.30, in lots.

ABSOLUTE REVERSION to one-sixth of a Trust Fund estimated at £6,400. Solicitors, Messrs. Ranken, Ford and Chester, 4, South Square, Gray's Inn, W.C.1.

REVERSION on decease of lives 69 and 53 to about £1,500; also a one-fifth share in possession of shop property at Thornton Heath, Surrey. Solicitors, Messrs. Lawrence, Graham & Co., 6, New-square, Lincoln's Inn, W.C.2.

POLICY OF ASSURANCE for £1,000, effected with the Economic Life Assurance Society (now Alliance Assurance Co. Limited), life 63, premium £27 1s. 8d., bonuses £490 6s. Solicitors, Messrs. W. Gee & Sons, Bishops Stortford; particulars also of Messrs. G. E. Sworder & Sons, Auctioneers and Estate Agents, Bishops Stortford, Herts.

By Order of the Receiver and Manager of ABRAM ALLWARE.

BRITISH LETTERS PATENT relating to Tea Pots, Coffee Pots, commonly known as "The Cosy Pot." Solicitors, Messrs. Rutherford & Co., 48, Cannon St., E.C.4.

Particulars of the Auctioneers, 6, Poultry, E.C.2.

PERIODICAL SALES.
ESTABLISHED 1843.

MESSRS. H. E. FOSTER & CRANFIELD conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS:

MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines)

OFFICES TO LET.

Location.	Area.	Rooms.	Floor.	Rent.
Westminster	1,200 ft.	6	1st	£500 excl.
Victoria Street	400 ft.	2	5th	£160 incl.
Victoria Street	618 ft.	2	1st	£275 incl.
Victoria Street	867 ft.	3	3rd	£240 incl.
Victoria Street	1,580 ft.	7	5th	£600 excl.
Pall Mall	650 ft.	2	1st	£350 excl.
Waterloo Place	1,150 ft.	4	2nd	£875 incl.
Charing Cross		4	3rd	£275 incl.

For full particulars of the above apply

HILLIER, PARKER, MAY & ROWDEN, 27, Maddox Street, W.1.

FREEHOLD.

A TOWN HOUSE OF UNUSUAL CHARACTER.

16, KENSINGTON COURT, W.8.

Quiet situation within stone's throw of Park.

Eleven bed and dressing rooms, two bath rooms, three reception rooms, large lounge hall, complete domestic offices and

FINE GARAGE AND ROOMS OVER.

The Residence is most attractively planned with
PASSENGER LIFT,
and principal bed-room suite on first floor.
SMALL PRIVATE GARDEN.

HAMPTON & SONS

(in conjunction with WM. NORTH-COX) will SELL the above by AUCTION, at the St. James' Estate Rooms, 20, St. James'-square, S.W.1, on TUESDAY, 16th APRIL, at 2.30 p.m. (unless previously sold).

Solicitors: Messrs. Gibson & Weldon, 27, Chancery-lane, W.C.2.

Particulars from the Auctioneers,
HAMPTON & SONS, 20, St. James'-square, S.W.1, or WILLIAM NORTH-COX, 19, Kensington Court-place, W.8.

By Order of the Executors of Mr. William Rolfe, deceased

Messrs. J. J. HILL & WEAVER

Will submit to PUBLIC AUCTION (in lots) on TUESDAY, 26th March, at the LONDON AUCTION MART, 155, QUEEN VICTORIA-STREET, City, at 2.30 p.m., the following excellent PROPERTIES, namely:—

"THE NORTHERN STAR,"

FREEHOLD FULLY-LICENSED PUBLIC-HOUSE, HIGH-ROAD, NEW SOUTHGATE and Shop adjoining, subject to leases expiring 1988, at a rent of £105 per annum, until 1938, and £100 per annum thereafter.

"THE GENERAL SIMPSON,"

FREEHOLD FULLY-LICENSED PUBLIC-HOUSE, HAWTHORN-GROVE, PENGE, subject to a Lease expiring 1959, at a rent of £70 per annum.

THE FREEHOLD OFF-LICENSE,

The "RUBY STORES," No. 171, TURNPIKE-LANE, HORNSEY, let on Lease expiring 1936, at a rent of £65 per annum.

Also a block of FREEHOLD GROUND RENTS amounting to £309 per annum,

derived from 46 houses in Hillier-road, Wandsworth-common. Leases expiring in 1987.

Printed particulars will be ready ten days prior to the day of sale, and may be obtained of Messrs. Hunters, Solicitors, No. 9, New-square, Lincoln's-inn, W.C.2, at the Auction Mart, and at the Auctioneers' Offices, 28, Theobald's-road, W.C.1.

GLEDHILL & GLEDHILL

SURVEYORS, AUCTIONEERS and ESTATE MANAGERS,

82, BOROUGH HIGH ST., S.E.1.

Factory and Warehouse Surveyors.

HOP. **Properties entirely managed.** 5026.

ELDRIDGE & MORRIS

Estabd. 1905

of 6, Albemarle Street, Piccadilly, W.1

LEND

£50 upwards to **£5,000**

'Phone: Regent 4901-3.
Telegrams: "Eldrimore, Piccy, London."

To Solicitors, Trustees and Executors.

DEBENHAM, STORR & SONS, LTD.

AUCTION ROOMS.

(ESTABLISHED 1813).

Auctioneers and Valuers of all Classes of Property.

For the Sale of Jewellery, Antique and Modern Silver Curios, Furniture, China, Choice Furs, Works of Art, &c.

Valuations made in Town and Country for all purposes.

APPLY:

26, King St., Covent Garden, London, W.C.

'Phone: 2399 Gerrard. Telegrams: "Viewing, London."

Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4. ('Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand; "The Times," 255a, George Street, Sydney, N.S.W. Saturday, March 16th, 1929.